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CONTINUATION SHEET 2 44 EP-W-14-004 NAME OF OFFEROR OR CONTRACTOR QUANTITY UNIT UNIT PRICE **AMOUNT** SUPPLIES/SERVICES ITEM NO. (F) (E) (D) (B) (C) (A) Contract Ceiling Contract Base Period 0001 \$28,294,037.00 03/20/2014 - 03/19/2016 \$19,516,308.00 260,000 HR Base Period - Level of Effort (LOE) 0001001 Accounting Info: 14-T-72BS-303DD2-205-HQ00LA00-1472BS5008-001 BFY: 14 Fund: T Budget Org: 72BS Program: 303DD2 Budget: 2505 Job #: HQ00LA00 DCN Line ID: 1472BS5008-001 Amount: \$66,295.73 \$427,081.00 Lot 0001002 | Base Period - Other Direct Costs (ODC) 1 \$8,332,257.00 199,940 HR Base Period - LOE Optional Quantities 0001003 \$18,391.00 1 Lot Base Period - ODC Optional Quantities 0001004 Contract Option Period 1 0002 \$27,094,640.00 03/20/2016 - 03/19/2018 \$18,370,036.00 260,000 HR Option Period 1 - Level of Effort (LOE) 0002001 \$311,733.00 Lot Option Period 1 - Other Direct Costs (ODC) 0002002 \$8,394,503.00 HR 199,940 Option Period 1 - LOE Optional Quantities 0002003 \$18,368.00 Lot Option Period 1 - ODC Optional Quantities 1 0002004 Contract Award Term 1 0003 \$26,465,994.00 03/20/2018 - 03/19/2020 \$17,760,704.00 260,000 HR Award Term 1 - Level of Effort (LOE) 0003001 \$309,602.00 Award Term 1 - Other Direct Costs (ODC) Lot 1 0003002 \$8,377,321.00 HR Award Term 1 - LOE Optional Quantities 199,940 0003003 \$18,368.00 Lot 1 Award Term 1 - ODC Optional Quantities 0003004 Contract Award Term 2 0004 \$26,563,607.00 03/20/2020 - 03/19/2022 \$17,813,034.00 260,000 HR Award Term 2 - Level of Effort (LOE) 0004001 \$311,723.00 Award Term 2 - Other Direct Costs (ODC) 7 Lot 0004002 \$8,400,482.00 199,940 HR Award Term 2 - LOE Optional Quantities 0004003 Lot \$18,368.00 Award Term 2 - ODC Optional Quantities 1 0004004 \$108,398,278.00 TOTAL

NSN 7540-01-152-8067

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OF

OPTIONAL FORM 336 (4-86)

Sponsored by GSA FAR (48 CFR) 53.110

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LEVEL OF EFFORT-COST-REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984)

- (a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government hereby orders <u>260,000</u> direct labor hours for the base period, which represents the Government's best estimate of the level of effort to fulfill these requirements.
- (b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.
- (c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."
- (d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.
- (e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984)

- (a) The contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.
- (b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.
- (c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 3 catendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment. Within 30 calendar days after receipt of a work assignment, the Contractor shall submit 1 copies of a work plan to the Project Officer and 1 copies to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within 30 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on a work plan within 30 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor

shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

- (d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.
- (e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

B.3 ESTIMATED COST AND FIXED FEE (EPA-B-16-102)

The following amounts shall apply for payment purposes for the duration of the contract. The totals below represent the maximum amounts payable for each group of LOE hours.

CLIN 0001 - Base Period (TBD - 24 months)

Base Quantity (260,000 hours)

Description	Quantity	Unit	Unit Price	Amount
CLIN 0001001 - Total Estimated Cost (excluding ODCs)	1	Lot	\$ (b)(4)	
CLIN 0001002 - Total ODCs	1	Lot	N	
Total Estimated Cost (including ODCs)	1	Lot	\$	
Total Fixed Fee (b)(4)	1	Lot	\$	
Total Estimated Cost (including ODCs) Fixed Fee for Base Period, Base Quanti	plus ty	To the late.		\$ 19,943,389.00

Optional Increment Quantity (199,940 hours)

Description	Quantity	Unit	Unit Price	Amount
Description CLIN 0001003 - Total Estimated Cost	1	Lot	\$ (b)(4)	
(excluding ODCs) CLIN 0001004 - Total ODCs	1	Lot	N	
Total Estimated Cost (including ODCs)	1	Lot	\$	
Total Fixed Fee (b)(4)	1	Lot	\$	
Total Estimated Cost (including ODCs) Fixed Fee for Base Period, Optional Inc	\$ 8,350,648.00			
TOTAL ESTIMATED COST (INCLUI FIXED FEE FOR BASE PERIOD, TO	\$ 28,294,037.00			

CLIN 0002 - Option Period 1 (months 25 - 48)

Base Quantity (260,000 hours)

Description	Quantity	Unit	Unit Price	Amount
CLIN 0002001 - Total Estimated Cost (excluding ODCs)	1	Lot	\$ (b)(4)	1; = ==== 0 (44.66
CLIN 0002002 - Total ODCs	1	Lot	N	
Total Estimated Cost (including ODCs)	1	Lot	\$	
Total Fixed Fee (b)(4)	1	Lot	\ <u>\$</u>	

Optional Increment Quantity (199,940 hours)

Description	Quantity	Unit	Unit Price	Amount
CLIN 0002003 - Total Estimated Cost	1	Lot	\$ (b)(4)	(**************************************
(excluding ODCs)	N			
CLIN 0002004 - Total ODCs	1	Lot	N	
Total Estimated Cost (including ODCs)	1	Lot	\$	
Total Fixed Fee (b)(4)	1	Lot	\$	
Total Estimated Cost (including ODCs) Fixed Fee for Option Period 1, Optional	Increment (y	\$ 8,412,871.00
TOTAL ESTIMATED COST (INCLUI FIXED FEE FOR OPTION PERIOD 1,	\$ 27,094,640.00			

CLIN 0003 - Award Term 1 (months 49 - 72)

Base Quantity (260,000 hours)

Description	Quantity	Unit	Unit Price	Amount
CLIN 0003001 - Total Estimated Cost (excluding ODCs)	Ī	Lot	\$ (b)(1)	, , , , , , , , , , , , , , , , , , , ,
CLIN 0003002 - Total ODCs	1	Lot	TN	
Total Estimated Cost (including ODCs)	1	Lot	\$	
Total Fixed Fee	1	Lot	\$	
Total Estimated Cost (including ODCs Fixed Fee for Award Term 1, Base Qua	\$ 18,070,305.00			

Optional Increment Quantity (199,940 hours)

Description	Quantity	Unit	Unit Price	Amount
CLIN 0003003 - Total Estimated Cost	1	Lot	\$ (b)(4)	j
(excluding ODCs)	1	F		
CLIN 0003004 - Total ODCs	1	Lot	N	
Total Estimated Cost (including ODCs)	1	Lot	\$	

Total Fixed Fee (b)(4)	1	Lot	\$	(b)(4)		
Total Estimated Cost (including ODCs) plus Fixed Fee for Award Term 1, Optional Increment Quantity						8,395,689.00
TOTAL ESTIMATED COST (INCLUDING ODCs) PLUS FIXED FEE FOR AWARD TERM 1, TOTAL QUANTITY						26,465,994.00

CLIN 0004 - Award Term 2 (months 73 - 96)

Base Quantity (260,000 hours)

Description	Quantity	Unit	Unit Price	Amount
CLIN 0004001 - Total Estimated Cost (excluding ODCs)	1	Lot	\$ (b)(4)	
CLIN 0004002 - Total ODCs	1	Lot	N	
Total Estimated Cost (including ODCs)	1	Lot	\$	
Total Fixed Fee (b)(4)	1	Lot	\$	
Total Estimated Cost (including ODCs) Fixed Fee for Award Term 2, Base Qua	plus ntity			\$ 18,124,757.00

Optional Increment Quantity (199,940 hours)

Description	Quantity	Unit	Unit Price	Amount
CLIN 0004003 - Total Estimated Cost	1	Lot	\$ (b)(4)	
(excluding ODCs)		T -4	NITTO	-
CLIN 0004004 - Total ODCs	L	Lot	NT	-
Total Estimated Cost (including ODCs)	1	Lot	\$	
Total Fixed Fe (b)(4)	1	Lot	\$	
Total Estimated Cost (including ODCs) Fixed Fee for Award Term 2, Optional	\$ 8,418,850.00			
TOTAL ESTIMATED COST (INCLUI FIXED FEE FOR AWARD TERM 2, T	\$ 26,563,607.00			

^{*}Not to Exceed

B.4 OTHER DIRECT COSTS (EPA-B-31-101)

For the categories listed, Other Direct Costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Contract Period	Quantity	An	<u>iount</u>
BASE PERIOD	Base Quantity	\$	(b)(4)
	Option Quantity	\$	
OPTION PERIOD	Base Quantity	\$	

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1	Option Quantity	\$ 18,368.00
AWARD TERM I	Base Quantity	\$ 309,601.00
	Option Quantity	\$ 18,368.00
AWARD TERM 2	Base Quantity	\$ 311,723.00
	Option Quantity	\$ 18,368.00

B.5 LIMITATION OF FUNDS NOTICE (EPA-B-32-101)

- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through TBD.
- (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP-B-16-102), the Limitation of Cost clause shall become applicable.
- (c) Recapitulation of Funds

BASE PER	IOD			
	Allotment	Previous Amoun		New Amount
CEILING	Estimated Cost	\$ 0.0	(b)(4)	
	Fixed Fee (b)(4)	\$ 0.00	\$	
	Cost plus Fixed-Fee (CPFF) Ceiling	\$ 0.00	\$ 19,943,389.00	\$ 19,943,389.00
	Allotment	Previous Amoun	This Mod	New Amount
FUNDING	Estimated Cost	\$ 0.00	\$ (b)(4)	
	Fixed Fee (b)(4)	\$ 0.00	\$	•
	CPFF Funded	\$ 0.00	\$ 66,295.73	\$ 66,295.73
	Amount Remaining Unfunded	\$ 0.00	\$ 19,877,093.27	\$ 19,877,093.27

OPTION P	ERIOD 1			
	Allotment	Previous Amount	This Mod	New Amount
CEILING	Estimated Cost	\$ 0.00	\$	\$
	Fixed Fee (b)(4)	\$ 0.00	\$	S
š	CPFF Ceiling	\$ 0.00	S	S
	Allotment	Previous Amount	This Mod	New Amount
FUNDING	Estimated Cost	\$ 0.00	\$	S
	Fixed Fee (b)(4)	\$ 0.00	\$	\$
	CPFF Funded	\$ 0.00	\$	\$
,	Amount Remaining Unfunded	\$ 0.00	\$	\$

AWARD TI	CRM 1			
	Allotment	Previous Amoun	t This Mod	New Amount
CEILING	Estimated Cost	\$ 0.0	0 \$	\$
CELLING	Fixed Fee (b)(4)	\$ 0.0	0 \$	\$
	CPFF Ceiling	\$ 0.0	0 \$	S
	Allotment	Previous Amou	nt This Mod	New Amount
FUNDING	Estimated Cost	\$ 0.0	00 \$	\$
	Fixed Fee (b)(4)	\$ 0.0	0 \$	\$
	CPFF Funded	\$ 0.0	00 \$	\$
	Amount Remaining Unfunded	\$ 0.0	90 \$	\$

AWARD TI	ERM 2			<u> </u>
	Allotment	Previous Amount	This Mod	New Amount
CEILING	Estimated Cost	\$ 0.00	\$	\$
	Fixed Fee (b)(4)	\$ 0.00	\$	\$
ä	CPFF Ceiling	S 0.00	\$	\$
	Allotment	Previous Amount	This Mod	New Amount
FUNDING	Estimated Cost	\$ 0.00	\$	\$
011121110	Fixed Fee (b)(4)	\$ 0.00	\$	\$
¥ .	CPFF Funded	\$ 0.00	\$	\$
	Amount Remaining Unfunded	\$ 0.00	\$	\$

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT / SPECIFICATIONS (EPA-C-10-101)

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement and Performance Specifications included in **Attachment 1**. Work will be ordered against the subject Performance Work Statement through Contracting Officer issuance of Work Assignments.

C.2 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EPA-C-10-102)

Sections 1 through 5 and Appendices A through D of the Contractor's technical proposal entitled, Superfund Sample Management Office (SMO) Support, dated 08/12/2013 & 02/18/2014 are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

C.3 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN (EPA-C-10-103)

The Contractor shall adhere to the procedures set forth in its QMP plan dated 08/12/2013, which is incorporated by reference.

C.4 ADDITIONAL CONTRACTOR REQUIREMENTS (CO ADDED)

- (a) Except for routine deliverables outlined in Attachment 1, the Contractor shall submit all analyses, options, recommendations, reports, and training materials required under this contract in draft for critical review and advance written approval by the Contracting Officer or the Contracting Officer's Representative (COR). When submitting materials or reports that contain recommendations, the Contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based.
- (b) The Contractor shall not provide any legal services to EPA under this contract absent express written advance approval from EPA's Office of General Counsel. The Government will make all final regulatory, policy, and interpretive decisions resulting from Contractor-provided technical support under this contract and make the final decision on all Contractor-provided assessments and recommendations.
- (c) Except for routine deliverables outlined in Attachment 1, the Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this contract without obtaining EPA's express advance written approval.
- (d) In all contact with the public and Government officials, contractor personnel shall identify themselves as contractor employees working under contract to EPA. All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal, and local governments, business, industry, and the general public. The badge shall contain the individual's name and company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name.
- (e) When participating in any event and/or discussion (e.g., answering the telephone, participating as a

panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so there is no possible appearance of being EPA officials.

SECTION D-PACKAGING AND MARKING

[There are no clauses in this section.]

SECTION E - INSPECTION AND ACCEPTANCE

CONTRACT CLAUSES INCORPORATED BY REFERENCE E.1

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Inspection of Services - Cost-Reimbursement (FAR 52.246-5) (Apr 1984)

HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT E.2 SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

(X)	Title	Number	Date	Tailoring
х	Quality Systems for Environmental Data and Technology Programs – Requirements with Guidance for Use	ANSI/ASQ E4	2004	See Below
х	Capability Maturity Model Integration (CMMI)	Maturity Level 3 (ML3)	2010	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 and CMMI ML3 are tailored as follows:

The solicitation requires the offeror to demonstrate conformance to ANSI/ASQC E4 and CMM1 ML3 by submitting the Quality Management Plan described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

EPA quality requirements documents may be accessed electronically at: http://www.epa.gov/quality/.

A. Pre-award Documentation:

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

(X)	Documentation	Specifications	Due
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	08/12/2013

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation:

The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified:

(X)	Documentation	Specifications	Due
X	Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	As stated in Work Assignment

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval. The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Stop Work Order (FAR 52.242-15) (AUG 1989) - Alternate 1 (Apr 1984) Management Consulting Services (EPAAR 1552.211-78) (APR 1985)

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000) ALTERNATE 1 (OCT 2000)

The Contractor shall prepare and deliver the below listed reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 1. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

- (a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
 - (1) For the current reporting period, display the amount claimed.
- (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out

- by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.
- (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
 - (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
 - (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
 - (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
 - (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.
 - (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

Number of Copies	Addressee
1	Lucinda Taylor, Contracting Officer's Representative
•	Taylor.Lucinda@epa.gov
	USEPA Headquarters
	William Jefferson Clinton Building
	1200 Pennsylvania Ave NW, 5203P
	Washington, DC 20460
1	Matthew Courtad, Contracting Officer
	Courtad.Matt@epa.gov
	USEPA Headquarters
	William Jefferson Clinton Building
	1200 Pennsylvania Ave NW, 3805R
	Washington, DC 20460

F.4 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 PERIOD OF PERFORMANCE (EPA-F-12-101)

The period of performance of this contract shall be from 03/20/2014 through 03/19/2016 exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

- (a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.
- (b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort-Cost-Reimbursement Term Contract.

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (OCT 1997) (DEVIATION) (TAILORED)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) The Contractor shall submit the invoice or request for contract financing payment either in hard copy or electronic format.
- (1) If submitting electronically, the Contractor shall follow the submission instructions at: http://www.epa.gov/ocfo/finservices/contracts.htm. One hard copy and one electronic copy via email of the invoice shall concurrently be sent to the Contract-Level COR.
- (2) If submitting in hard copy format, the Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract:
 - (i) One original to the EPA Finance Center shown in Block 25 on the cover of the contract; and
 - (ii) One copy to the Contract-Level COR.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.
- (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.
- (d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

- (d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.
- (e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
- (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 KEY PERSONNEL (EPAAR 1552.237-72) (FEB 1995) (DEVIATION)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager Quality Assurance Manager Information Technology Manager STIR Work Assignment Manager DASS Work Assignment Manager SMO Ops Work Assignment Manager

- (b) During the first year (365 days) of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 1-year period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the

persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (JUL 1992) (DEVIATION)

(a) In accordance with paragraph (d) of the 'Allowable Costs and Payment' clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency Chief, Cost Policy and Rate Negotiation Section Procurement and Contracts Management Division (PM-214F) 401 M St., S.W. Washington, D.C. 20460

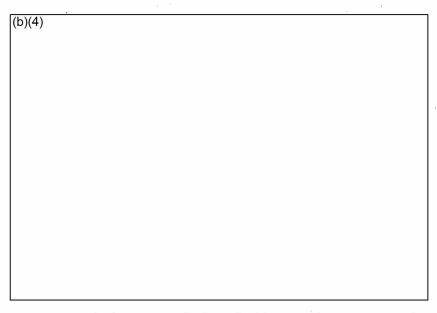
The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

Period	Cost Center	Rate	Allocation
From April 1, 2013 until March 31, 2014	(b)(4)		
	•		

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These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

- (1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.
- (2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the cost Policy and Rate Negotiation Section.
- (3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.
- (c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	Period	Rate	Base
[TBD]	[TBD]	[TBD]	[TBD]

G.5 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)

- (a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:
 - (1) Review the contractor's compensation structure and insurance plan.
 - (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
 - (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
 - (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
 - (5) In connection with Cost Accounting Standards:
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230+5.
 - (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
 - (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
 - (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.
- (b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the contracting officer upon execution.
- (c) The FACO for this contract is: Rose Piard-Hylton

G.6 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEPT 2009)

- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
 - (1) The Contractor submits a timely written request for an equitable adjustment, and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The following data will be furnished to the Contractor on or about the time indicated:
 - (1) Approximately 2,173 cartons of CLP records maintained on-site at the contractor's facility for day-to-day use.

- (2) Tracking data for approximately 29,081 cartons of hard copy CLP data at the Federal Records Centers located in Suitland, Maryland and Lenexa, Texas.
- (3) Approximately 68 file drawers of active and historical data. Note: The file cabinet units do not convey, only the hard copy data.

Upon contract award, the government will transfer the data from an Oracle 11g Database to said contractor. The database will include approximately 1,321 GB of data from the following schemas:

ASBESTOS

ASR

CLPSS

ROC (record of communications)

CRES_DATA

EDM

EXES

EDM

INGWEB

MA_USER

SCSTR

SITE

SMOPORTAL

STS

SUPRS

TIP LEGACY

WAREHOUSE

WEBEDR.

In addition, the government will provide archival data in the amount of 486 MB. The archived data includes data from the following applications:

Application	Approximate Data Disk Space (MB)
CRES	11
PC-SAM	134
Historical PC-SAM	7
SASINFO	62
CLPAS Notification System	158
WITS	76

Note: Life Cycle Management Documentation is available in hard copy at the EPA Office of Acquisition Management for viewing.

G.7 CONTRACT ADMINISTRATION REPRESENTATIVES (EPA-G-42-101)

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Contracting Officer's Representative

Lucinda Taylor USEPA Headquarters Ariel Rios Building 1200 Pennsylvania Ave NW, 5203P Washington, DC 20460

Phone: 703-603-8818

Email: Taylor.Lucinda@epa.gov

Alternate Contracting Officer's Representative Michael S. Johnson USEPA Headquarters Ariel Rios Building 1200 Pennsylvania Ave NW, 5203P Washington, DC 20460

Phone: 703-603-0266

Email: Johnson.Michaels@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer
Matthew Courtad
USEPA Headquarters
Ariel Rios Building
1200 Pennsylvania Ave NW, 3805R
Washington, DC 20460

Phone: 202-564-8362

Email: Courtad.Matt@epa.gov

Contracting Specialist(s)

Danny Uhr

USEPA Headquarters

Ariel Rios Building

1200 Pennsylvania Ave NW, 3805R

Washington, DC 20460

Phone: 202-564-6178

Email: Uhr.Danny@epa.gov

Manuela Meyer USEPA Headquarters Ariel Rios Building 1200 Pennsylvania Ave NW, 3805R Washington, DC 20460

Phone: 202-564-1628

Email: Meyer.Manuela@epa.gov

G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR (EPA-G-42-102)

- (a) The Work Assignment COR referenced in the Clause entitled "TECHNICAL DIRECTION (DEVIATION)." is the individual authorized by the Contracting Officer on an individual Work Assignment to:
 - (1) receive Work Assignment deliverables;
 - (2) receive copies of monthly progress reports specific to the Work Assignment for which the Work Assignment COR is authorized;
 - (3) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Work Assignments for which he/she is cognizant; and
 - (4) provide technical direction on those Work Assignments subject to the limitations of the above "TECHNICAL DIRECTION (DEVIATION)" clause.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Display of EPA Office of Inspector General Hotline Poster (EPAAR 1552.203.-71) (AUG 2000) Printing (EPAAR 1552.208-70) (SEPT 2012)

Organizational Conflicts of Interest (EPAAR 1552.209-71) (MAY 1994)

Notification of Conflicts of Interest Regarding Personnel (EPAAR 1552,209-73) (MAY 1994)

Compliance with EPA Policies for Information Resources Management (EPAAR 1552.211-79) (JAN 2012)

Small Disadvantaged Business Targets (EPAAR 1552.219-73) (OCT 2000)

Project Employee Confidentiality Agreement (EPAAR 1552.227-76) (MAY 1994)

Insurance Liability to Third Persons (EPAAR 1552.228-78) (OCT 2000)

Screening Business Information for Claims of Confidentiality (EPAAR 1552.235-70) (APR 1984)

Treatment of Confidential Business Information (EPAAR 1552.235-71) (APR 1984)

Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information (EPAAR 1552.235-73) (Apr 1996)

Access to Toxic Substances Control Act Confidential Business Information (EPAAR 1552.235-75) (Apr 1996)

Treatment of Confidential Business Information (EPAAR 1552,235-76) (APR 1996)

Data Security for Federal Insecticide, Fungicide and Rodenticide Act Confidential Business Information (EPAAR 1552.235-77) (DEC 1997)

Data Security for Toxic Substances Control Act Confidential Business Information (EPAAR 1552.235-78) (DEC 1997)

Release of Contractor Confidential Business Information (EPAAR 1552,235-79) (APR 1996)

Access to Confidential Business Information (EPAAR 1552.235-80) (OCT 2000)

Paperwork Reduction Act (EPAAR 1552.237-75) (APR 1984)

Acquisition of Energy Star Compliant Microcomputers, Including Personal Computers, Monitors and Printers (EPAAR 1552.239-103) (APR 1996)

LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) H.2 (EPAAR 1552.209-74) ALTERNATE V (APR 2004) TAILORED

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.
- (c) Absent advance written authorization by the Contracting Officer, the Contractor, during the life of this contract, will be ineligible to enter into:

- (1) an EPA contract or subcontract to perform response action work (e.g., Response Action Contract (RAC), Emergency and Rapid Response Services (ERRS), Superfund Technical Assistance and Removal Team (START), Enforcement Support Services (ESS) and Response Engineering and Analytical Contracts (REAC) contracts) and Scientific, Engineering, Response and Analytical Services (SERAS) contracts;
- (2) an EPA Contract Laboratory Program (CLP) contract or subcontract or other EPA contract that may provide CLP services but which may possess an alternate title, e.g. Combined Analytical Services Contract (CASC);
- (3) an EPA Quality Assurance Technical Support (QATS) contract or subcontract;
- (4) an EPA Environmental Services Assistance Team (ESAT) contract or subcontract;
- (5) a contract, subcontract, or significant business or financial relationship with an entity whose financial interests may be directly affected by the work performed by the SMO contractor. Examples of such a relationship include, but are not limited to, a) a relationship with a Potentially Responsible Party (PRP) after award of the SMO contract when the SMO contractor is performing site-related activities to a site for which the entity is the PRP; and b) a non-CLP commercial testing laboratory when the SMO contractor is tasked to perform audit support services or data analysis, validation and review of that laboratory.
- (d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
- (f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.
- (g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.
- (h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.3 ANNUAL CERTIFICATION (EPAAR 1552.209-75) (MAY 1994)

The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certification must be received by the Contracting Officer no later than 45 days after the close of the certification period covered.

H.4 AWARD TERM INCENTIVE (EPAAR 1552.216-77) (FEB 2008)

- (a) General. This contract may be extended as set forth in paragraph (b) based on overall contractor performance as evaluated in accordance with the Clause entitled "Award Term Incentive Plan," provided the Agency has a need for the effort at or before the time an award term is to commence, and if the contractor receives notice of the availability of funding for an award term period pursuant to the "Award Term Availability of Funds" clause. The Contracting Officer is responsible for the overall award term evaluation and award term decision. The Contracting Officer will unilaterally decide whether or not the contractor is eligible for an award term extension, and in conjunction with the Contracting Officer's Representative, will determine the need for continued performance and funding availability.
- (b) Period of Performance. Provided the contractor has achieved the performance measures, e.g., acceptable quality levels, set forth in the clause "Award Term Incentive Plan," the Contracting Officer may extend the contract by exercising <u>two</u> additional award term incentive period(s) of <u>24 months</u> each. The total maximum period of performance under this contract, if the Government exercises any option periods and all award term incentive periods is <u>96 months (or eight years)</u>.

Base Period - Months 1-24
Option Period 1 - Months 25-48
Award Term 1 - Months 49-72
Award Term 2 - Months 73-96

- (c) Right not to grant or cancel the award term incentive.
- (1) The Government has the unilateral right not to grant or to cancel award term incentive periods and the associated award term incentive plans if—
- (i) The Contracting Officer has failed to initiate an award term incentive period, regardless of whether the contractor's performance permitted the Contracting Officer to consider initiating the award term incentive period; or
 - (ii) The contractor has failed to achieve the performance measures for the corresponding evaluation period; or
- (iii) The Government notifies the contractor in writing it does not have funds available for the award term incentive periods; or

- (iv) The Government no longer has a need for the award term incentive period at or before the time an award term incentive period is to commence.
- (2) When an award term incentive period is not granted or cancelled, any--
 - (i) Prior award term incentive periods for which the contractor remains otherwise eligible are unaffected.
 - (ii) Subsequent award term incentive periods are thereby also cancelled.
- (d) Cancellation of an award term incentive period that has not yet commenced for any of the reasons set forth in paragraph (c) of this clause shall not be considered either a termination for convenience or termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the award term incentive is cancelled, a unilateral modification will cite this clause as the authority.
- (e) Award term incentive administration. The award term incentive evaluation(s) will be completed in accordance with the schedule in the Award Term Incentive Plan. The contractor will be notified of the results and their eligibility to be considered for the respective award term incentive no later than 120 days after an evaluation period.
- (f) Review process. The contractor may request a review of an award term incentive evaluation which has resulted in the contractor being ineligible for the award term incentive. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of the results of the evaluation.

H.5 AWARD TERM INCENTIVE PLAN (EPAAR 1552.216-78) ALTERNATE 1 (FEB 2008) TAILORED

- (a) The Award Term Incentive Plan provides for the evaluation of performance, and, together with Agency need and availability of funding, serves as the basis for award term decisions. The Award Term Incentive Plan may be unilaterally revised by the Government. Any changes to the Award Term Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The Government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions.
- (b) Award Term Evaluation.
- (1) The award term evaluation and decision for Award Term 1 will be made by the Government following the 2-year Base Period. The award term evaluation and decision for Award Term 2 will be made by the Government following the 2-year Option Period (see table below for full schedule). The evaluation will be conducted by the Contracting Officer (CO) and the Contracting Officer's Representative (COR).
- (2) The COR will review the Contractor's performance against the Performance Indicators in the Quality Assurance Surveillance Plan (QASP) found in Table 1 of the PWS. Those Performance Indicators are: Efficiency, Timeliness, Availability, and Accuracy.
- (3) In addition to the evaluation of the Performance Indicators in the QASP, the CO will also evaluate the contractor's Utilization of Small Business based on the rating given to that factor in the contractor's contract-level CPARS report during the 2-year Base Period. The contractor's rating for this factor will be assigned based on the extent to which it has met the target percentages as outlined in the clause at L.14 EPA's Goals for Subcontracting with Small Businesses (EPA-L-19-102).

- (4) To determine if the contractor has earned the Award Term incentive, the COR will examine the results of the Performance Requirements in each of the 20 Performance Areas and against the corresponding Performance Standard during the 2-year Base Period. The CO will concurrently examine the results of the contractor's Utilization of Small Business factor in CPARS. If the contractor has met the Acceptable Quality Levels (AQLs) for all Performance Requirements in the QASP and for the Utilization of Small Business factor assigned in CPARS, the contractor will have earned the Award Term incentive.
- (c) Evaluation schedule. The table below describes the anticipated evaluation schedule for the Award Term incentive.

Table 1

Vent 1 / Day D	Time After Previous Action	Dates (Example)
Year 1 / Base Period Begins (Contract Awarded)	0 months	03/20/2014
Year 1 Ends	12 months	03/19/2015
Year 2 Begins	0 months	03/20/2015
Year 1 CPARS Completed (COR)	2 months	05/20/2015
Year 2 Ends	10 months	03/19/2016
Year 3 / Option Period Year 1 Begins	0 months	03/20/2016
Year 2 CPARS Completed by (COR)	2 months	
Award Term 1 Recommendation (COR to CO/CS)	2 weeks	05/20/2016 06/05/2016
Award Term 1 Decision Made (CO) If award term is not earned, contract ends after Year 4 and contract must be re-competed now. If award term is earned, contract can be extended for an additional 2 years (dependent on D&F prior to Award Term 1 beginning date).	I month	07/05/2016
Award Term Status Notification (CS to Contractor)	1 week	07/12/2016
(ear 3 / Option Period Year 1 Ends	7.25 months	03/19/2017
ear 4 / Option Period Year 2 Begins	0 months	03/20/2017
Year 3 CPARS Completed by (COR)	2 months	05/20/2017
etter of Intent to Exercise Award Term 1 (CS to ontractor)	8 months	01/20/2018
&F to Exercise Award Term 1 (CO/CS)	1 week	01/27/2018
lodification to Exercise Award Term 1 (CO/CS)	1 week	02/03/2018
ear 4 / Option Period Year 2 Ends	1.5 months	03/19/2018
ear 5 / Award Term 1 - Year 1 Begins	0 months	03/20/2018
ear 4 CPARS Completed (COR)	2 months	05/20/2018
ward Term 2 Recommendation (COR to CO/CS)*	2 weeks	06/05/2018
vard Term 2 Decision Made (CO)*	1 month	07/05/2018

Award Term Status Notification (CS to Contractor)*	1 week	07/12/2018
Year 5 / Award Term 1 - Year 1 Ends	7.25 months	03/19/2019
Year 6 / Award Term 1 - Year 2 Begins	0 months	03/20/2019
Year 5 CPARS Completed (COR)	2 months	05/20/2019
Letter of Intent to Exercise Award Term 2 (CS to Contractor)*	8 months	01/20/2020
D&F to Exercise Award Term 2 (CO/CS)*	1 week	01/27/2020
Modification to Exercise Award Term 2 (CO/CS)*	1 week	02/03/2020
Year 6 / Award Term 1 - Year 2 Ends	1.5 months	03/19/2020
Year 7 / Award Term 2 - Year 1 Begins*	0 months	03/20/2020
Year 6 CPARS Completed (COR)	2 months	05/20/2020
Year 7 / Award Term 2 - Year 1 Ends*	10 months	03/19/2021
Year 8 / Award Term 2 - Year 2 Begins*	0 months	03/20/2021
Year 7 CPARS Completed (COR)*	2 months	05/20/2021
Year 8 / Award Term 2 - Year 2 Ends*	10 months	03/19/2022
Year 8 CPARS Completed (COR)*	2 months	03/20/2022

(c) Acceptable Quality Level.

- (i) In order to be eligible for an Award Term incentive the contractor must achieve all of the Acceptable Quality Levels (AQLs), both individual and aggregate, for that evaluation period. Failure to achieve any AQL renders the contractor ineligible for the associated award term incentive period.
- (ii) The AQL for each Performance Indictor in the QASP is "Very Good" as defined in the corresponding Performance Requirement contained in the QASP.
 - (1) The contractor must achieve an individual rating of "Very Good" for each of the Performance Indicators of Efficiency, Availability, and Accuracy in the QASP.
 - (2) The contractor must achieve an aggregate rating of "Very Good" for the Performance Indicator of Timeliness in the QASP. For every Performance Area where Timeliness is the Performance Indicator, the resultant rating will be assigned a numerical value (e.g.: "Exceptional = 5; "Very Good" = 4; "Satisfactory" = 3; "Marginal" = 2; "Unsatisfactory" = 1). These numerals will then be totaled and divided by the number of instances and the final calculation will need to be equal or greater than 4 ("Very Good").
- (iii) The AQL for the Utilization of Small Business factor is a "Very Good" rating assigned in CPARS to that factor.
- (d) Based on the average past performance score as determined under paragraph (c), the contractor shall be eligible for the award term periods contained in this contract.

H.6 AWARD TERM AVAILABILITY OF FUNDS (EPAAR 1552.216-79) (FEB 2008)

Funds are not presently available for any award term. The Government's obligation under any award term is contingent upon the availability of appropriated funds from which payment can be made. No legal

liability on the part of the Government for any award term payment may arise until funds are made available to the Contracting Officer for an award term and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT - COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984)

The Government has the option to extend the term of this contract for <u>one</u> additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is <u>260,000</u> direct labor hours for Option Period 1. Use of an option will result in the following contract modifications:

- (a) The "Period of Performance" clause will be amended to cover a Base Period from month 1 to month 24 and Option Period 1 from month 25 to month 48.
- (b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of $\underline{260,000}$ direct labor hours for the first option period and a new and separate level of effort of $\underline{N/A}$ for the second option period.
- (c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

	Option Period 1	Option Period 2	
Estimated cost	(b)(4)	N/A	
Fixed fee	Transfer	N/A	
Total	\$18,681,769.00	N/A	

(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Other direct cost item	Option Period 1	Option Period 2	
Total ODCs	(b)(4)	N/A	

H.8 OPTION FOR INCREASED QUANTITY - COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997) TAILORED

(a) By issuing a contract modification, the Government may increase the estimated level of effort by 199,940 direct labor hours during the Base Period, 199,940 during the Option Period 1, 199,940 during Page 33 of 44

Award Term 1, and 199,940 during Award Term 2. The Government may issue a maximum of 10 orders to increase the level of effort in blocks of 19,994 hours during any given period. The Government may issue these blocks of optional quantities one at a time or in multiples as appropriate, but no more than 10 blocks per period. The estimated cost and fixed fee of each block of hours is as follows:

the contract of the contract o	Base Period	Option Period 1	Award Term 1	Award Term 2
Estimated cost	(b)(4)	,	ı	
Fixed fee			,	,
Total	\$835,065.00	\$841,287.00	\$839,569.00	\$841,885.00

- (b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.
- (c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

Other direct cost item	Base Period	Option Period 1	Award Term 1	Award Term 2
Total ODCs	(b)(4)	3	4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	B. Dark

H.9 TECHNICAL DIRECTION (EPAAR 1552.237-71) (AUG 2009)

(a) Definitions. "Contracting officer technical representative (COTR)," means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks;

(2) Evaluation and acceptance of reports or other deliverables.

- (c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:
 - (1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

- (d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.
- (e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

- (f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

H.10 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.
- (c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
 - (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government

transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax

withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

- (1) The Contractor shall notify the Contracting Officer in writing promptly, within $\underline{5}$ calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
- (2) The Contracting Officer will promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance.

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of

further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.11 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71) (JUL 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

H.12 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (EPA-H-07-102)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.13 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON EPA CONTRACTS (EPA-H-07-103)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

- 1. The actual preparation of Congressional testimony.
- 2. The interviewing or hiring of individuals for employment at EPA.
- 3. Developing and/or writing of Position Descriptions and Performance Standards.
- 4. The actual determination of Agency policy.
- 5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
- 6. Preparing Award Fee Letters, even under typing services contracts.
- 7. The actual preparation of Award Fee Plans.
- 8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
- 9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
- 10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
- 11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
- 12. Preparing responses to Congressional correspondence.
- 13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
- 14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.

- 15. Conducting administrative hearings.
- 16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
- 17. The actual preparation of an office's official budget request.

H.14 CONTRACTOR'S DISCLOSURE REQUIREMENTS FOR CONFLICT OF INTEREST (EPA-H-09-101)

In submitting notices of potential corporate, affiliate or personal conflicts of interest, the Contractor shall answer each of the following questions as thoroughly as possible. If necessary, the Contracting Officer may request additional information. If a particular question does not apply to the particular situation, the Contractor shall reply by writing "Not Applicable" rather than by making no response.

The Contractor shall forward a copy of the company's answers to both the Contracting Officer and the Project Officer. Subcontractors must submit their answers to the EPA through the Prime contractor. This information, however, may be marked confidential and sent in a sealed and numbered envelope which is to be opened only by the Contracting Officer. All EPA decisions regarding the notifications will be sent to the prime contractor in writing. The prime contractor shall be responsible for forwarding the Contracting Officer's decision to the subcontractor.

- 1. During the past three (3) calendar years, has the company or any employees that will be working at this site performed work at this site/facility? If the answer is "yes", describe, in detail, the nature of work the company or employee(s) performed and provide the names of the employee(s); the dates the work took place and identify the client(s) for whom the work was performed. Note: For reporting purposes, all clients including Commercial, Federal, State or local entities other than the EPA should be included in the check for potential conflict of interest.
- 2. For any work identified in question 1 that was performed by the company, provide the approximate dollar value of work performed for each client as well as the company's annual sales by fiscal year.
- 3. With whom has this potential conflict of interest been discussed (include EPA personnel, legal advisors, etc.)?
- 4. Provide, if relevant, information regarding how the company's organizational structure and/or management system affects its knowledge of possible conflicts or interest relating to other divisions or sections of the organization and how that structure or system could prevent or mitigate/neutralize potential conflicts of interest.
- 5. Provide an update of any significant change in control or ownership of the company since the submission of information for responsibility determination.
- 6. Provide any additional information which may be pertinent to this request.

When submitting responses to these questions, the Contractor shall provide the name and telephone number of someone in the company who is knowledgeable with regard to this notice of potential conflict of interest.

H.15 ENVIRONMENTALLY PREFERABLE PRACTICES (EPA-H-23-101)

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H.16 APPLICATION OF RIGHTS IN DATA – SPECIAL WORKS CLAUSE (EPA-H-27-103)

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H.17 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES (EPA-H-31-106)

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H.18 ANNUAL ALLOCATION OF NON-SITE SPECIFIC COSTS (EPA-H-42-101)

- (a) The contractor shall submit an annual allocation report. The purpose of this report is to allocate all payments made by the EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the accounting year. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks required of the contractor for non-site-specific work.
- (b) The contractor shall refer to <u>Attachment 5</u> of the contract, entitled "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for instructions for completing the annual allocation report requirements. This Attachment also provides a detailed explanation of the allocation process and methodology.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

CONTRACT CLAUSES INCORPORATED BY REFERENCE **I.1**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Definitions (FAR 52.202-1) (JAN 2012)

Gratuities (FAR 52.203-1) (APR 1984)

Covenant Against Contingent Fees (FAR 203-5) (APR 1984)

Restrictions on Subcontractor Sales to the Government (FAR 52.203-6) (SEP 2006)

Anti-Kickback Procedures (FAR 52.203-7) (OCT 2010)

Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (FAR 203-8) (JAN 1997)

Price or Fee Adjustment for Illegal or Improper Activity (FAR 52.203-10) (JAN 1997)

Limitation on Payments to Influence Certain Federal Transactions (FAR 52.203-12) (OCT 2010)

Contractor Code of Business Ethics and Conduct (FAR 52.203-13) (APR 2010)

Display of Hotline Poster(s) (FAR 52.203-14) (DEC 2007)

Fill-in: SEE EPAAR 1552.203-71

Preventing Personal Conflicts of Interest (FAR 52.203-16) (DEC 2011)

Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (FAR 52.204-4) (MAY 2011)

Central Contractor Registration (FAR 52.204-7) (DEC 2012)

Personal Identity Verification of Contractor Personnel (FAR 52.204-9) (JAN 2011)

Reporting Executive Compensation and First-Tier Subcontract Awards (FAR 52.204-10) (AUG 2012)

Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (FAR 52.209-6) (DEC 2010)

Updates of Publicly Available Information Regarding Responsibility Matters (FAR 52.209-9) (FEB 2012)

Market Research (FAR 52.210-1) (APR 2011)

Audits and Records - Negotiation (FAR 52,215-2) (OCT 2010)

Order of Precedence - Uniform Contract Format (FAR 52.215-8) (OCT 1997)

Waiver of Facilities Capital Cost of Money (FAR 52.215-17)

Allowable Cost and Payment (FAR 52.216-7) (JUN 2011)

Fill-in: 30TH

Fixed Fee (FAR 52.216-8) (JUN 2011)

Notice of Price Evaluation Preference for HUBZone Small Business Concerns (FAR 52.219-4) (JAN 2011)

Utilization of Small Business Concerns (FAR 52.219-8) (JAN 2011)

Small Business Subcontracting Plan (FAR 52.219-9) (JAN 2011) Alternate II (OCT 2001)

Liquidated Damages - Subcontracting Plan (FAR 52.219-16) (JAN 1999)

Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (FAR 52.219-25) (DEC 2010)

Post-Award Small Business Program Representation (FAR 52.219-28) (APR 2012)

Fill-in 1: 541611; Fill-in 2: TBD

Convict Labor (FAR 52.222-3) (JUN 2003)

Prohibition of Segregated Facilities (FAR 52.222-21) (FEB 1999)

Preaward On-Site Equal Opportunity Compliance Evaluation (FAR 52.222.24) (FEB 1999)

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I.2 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within <u>60</u> <u>days</u>; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least <u>60 days</u> before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 102 months.

I.4 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: https://www.acquisition.gov/far

EPAAR: http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm

I.5 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any EPAAR (48 CFR Chapter 15) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF CONTRACT ATTACHMENTS (CO ADDED)

Attachment 1. SMO Performance Work Statement (PWS)

Attachment 2. List of Required Key Personnel

Attachment 3. Labor Category Descriptions

Attachment 4. Invoice Preparation Instructions

Attachment 5. Instructions for Performing the Annual Allocation of Non-Site-Specific Costs

J.2 CONTRACT ATTACHMENTS INCORPORATED BY REFERENCE (CO ADDED)

The following attachments submitted by the contractor are hereby incorporated by reference into this contract:

Attachment 6. Facilities Plan dated August 12, 2013.

Attachment 7. Mobilization Plan dated August 12, 2013.

Attachment 8. Quality Management Plan (QMP) dated August 12, 2013.

Attachment 9. Subcontracting Plan dated August 12, 2013.

Attachment 10. Organizational Conflict of Interest (COI) Plan dated August 12, 2013.

Attachment 11. Contractor's Technical Proposal dated August 12, 2013 and Final Technical Proposal

Revisions dated February 18, 2014.

Attachment 2 – List of Required Key Personnel

See Contract Clause G.3

Attachment 1 – Performance Work Statement (PWS) Superfund Sample Management Office (SMO) Support

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I. PURPOSE

The purpose of the Sample Management Office (SMO) contract is to provide programmatic support and infrastructure through the application of professional, scientific, technical and administrative expertise for the U. S. Environmental Protection Agency's (EPA) Analytical Services Branch (ASB). This includes support for specific and evolving programmatic needs, including production processes. ASB's primary function is to provide analytical laboratory data of documented quality to support site cleanup decisions. ASB is responsible for the implementation and management of the EPA's national environmental contract laboratory analytical services for the purpose of supporting Regional analytical chemistry needs and site decisions. The primary programs for this support are the EPA's laboratory contracts for routine analytical services, nonroutine analytical services and analytical services needs for non-traditional environmental sample analyses. Supported processes include scheduling and tracking samples for laboratory analyses; tracking funding; assessing the quality of electronically and manually submitted analytical data; monitoring laboratory, method and programmatic performance; records management; programmatic reporting; development of analytical protocols, program manuals and guidance documents; and support for litigation and cost recovery. The SMO contract is a "Sampling Management and Program Support" contract. The contract is meant to support ASB's mission and to provide similar support to other EPA programs or other agencies, requiring the specialized services provided by ASB.

II. BACKGROUND

The Analytical Services Branch in the Office of Superfund Remediation and Technology Innovation is responsible for managing and supporting national programs to provide the agency with environmental analytical laboratory services, including the Routine Analytical Services (RAS) Program, Non-Routine Analytical Services (NRAS) Program and support for non-traditional environmental analyses. The EPA requires that laboratory analyses meet all technical, quality assurance/quality control and documentation standards specified to ensure that legally defensible analytical results of known and documented quality are provided to support environmental site decision-making by the government.

RAS: The RAS program consists of the Contract Laboratory Program (CLP) which is a national network of EPA personnel, commercial laboratories and support contractors whose fundamental mission is to provide data of known and documented quality.

NRAS: The NRAS program is comprised of national analytical services for lower volume and specialized analysis which may include analyses such as dioxin, PCB congeners, air, asbestos, radiological, chemical and biological, explosives and modified methods and analyses.

Non-Traditional Analyses: Non-traditional analyses are national analytical capabilities related to non-traditional environmental analyses such as those which support detection and response efforts related to "Nationally Significant Incidents."

ASB's support for these analytical services includes sampling support and guidance; sample tracking; procuring and maintaining contracts with analytical laboratories; sample scheduling; contractual and technical review of analytical data; invoice calculation and processing; quality assurance and quality control (QA/QC); maintaining systems and infrastructure to support the analytical services programs; producing and providing documentation and training; evaluation and oversight of programmatic functions; and administrative, technical and scientific support for the programs.

ASB also develops and maintains systems and tools to gain efficiencies for its programs and to conserve Regional resources, as well as promoting field analytics.

The SMO contract serves as an administrative, logistical, chemistry, systems and process interface with ASB, EPA Regional personnel, contract laboratories, other EPA programs and other government agencies.

Each of the SMO contract Performance Work Statement (PWS) task areas is intricately and necessarily linked in functionality to the others.

III. SCOPE

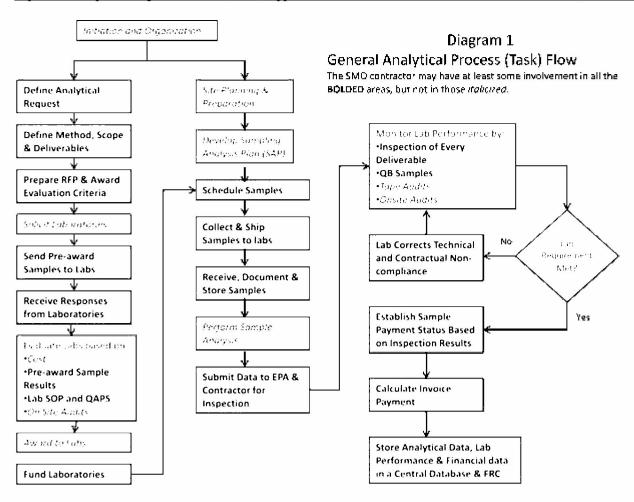
In support of the EPA's mission to protect human health and the environment, the PWS requirements primarily focus on support of the EPA Strategic Plan Goal 3: Cleaning Up Communities and Advancing Sustainable Development; with additional support for Goal 1: Taking Action on Climate Change and Improving Air Quality; and Goal 2: Protecting America's Waters.

ASB provides comprehensive solutions for the delivery of analytical laboratory services of known and documented quality. While this contract will emphasize requirements to support the EPA's Superfund program, it will be available for use by other organizations within the EPA or other agencies, subject to available contract capacity, as limited by the contract's PWS and with permission from the Analytical Services Branch. This will provide for greater efficiencies, more comprehensive planning, and less redundancy among entities with respect to providing large-scale analytical service capabilities.

SMO contract support is necessary to assist the EPA in meeting its responsibilities under the following environmental laws including but not limited to: Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA); Clean Water Act (CWA), 33 U.S.C. §§ 121 et seq. (1977); Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et seq. (1976); Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq. (1974); Clean Air Act, 42 U.S.C. §§ 7401 et seq. (1970); Toxics Substances Control Act (TSCA), 15 U.S.C. §§ 2601 et seq. (1976); and Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), 7 U.S.C. §§ 636 et seq. (1947), (1972) & (1988).

SMO support is also necessary to implement the National Oil and Hazardous Substances Pollution Contingency Plan (the NCP), 40 C.F.R. Part 300; provide scientific, technical and administrative support to ASB in response to Nationally Significant Incidents; and to provide assistance to federal agencies involved in environmental hazards identification and remediation activities, as required by the National Response Framework (NRF) http://www.fema.gov/emergency/nrf/index.htm.

The SMO contractor shall provide scientific support, technical support, training, strategic planning and management support, method and guidance development, data compilation, review and management of numerous concurrent activities with changing conditions, daily communication, reporting and problem resolution. For a high-level process flow identifying some of the areas where SMO contractor support may be required, refer to Diagram #1 below.



The SMO is operated under contract to the EPA to further the mission and objectives of ASB. The SMO contractor must be flexible and able to respond quickly to customer's needs and changes to ASB's mission. Managing change is an important component of ASB's work. Responding to changes in laboratory contract requirements, improvement in procedures and technological advancements is critical in successful contractor performance.

A primary objective under the SMO contract is to provide data to users in an efficient, reliable, useable and timely manner. The SMO contract provides access to resources for special knowledge or skills of experts not readily available within the agency; advice regarding developments in analytical laboratory and electronic data delivery and management industries; comprehensive sample scheduling and tracking; analytical data review and analytical data assessment; development and update of analytical protocols, modified methods, analyses and reporting formats (e.g., Staged Electronic Data Deliverable - SEDD); development and maintenance of automated tools (e.g., Electronic Data Exchange and Evaluation System (EXES), EXES Data Manager (EDM), Web-based Contract Compliance Screening, Web-based Invoicing System (WIS), Analytical Services Request System (ASR), Sample Delivery Group (SDG) Tracking System (STS)); administrative invoice checking (as specified in FAR 7.503(c)(17)(ii)); reporting, litigation and cost recovery support, information management; information systems operations and maintenance; and evaluation and development of databases for processing, storing, retrieving, and archiving agency data.

The SMO contract task areas (i.e., Scheduling, Tracking, Invoicing and Reporting (STIR); Data Assessment Support Services (DASS); and Sample Management Office Operations (SMO OPS)) are related through the information systems and data transfers used by the SMO contractor. Each task area feeds and extracts information into and from various systems (e.g., STIR Task Area: uses information from DASS, SMO OPS and contracts to determine laboratory scheduling; DASS Task Area: uses contract, scheduling and laboratory

data to evaluate laboratory contract compliance, method compliance, and data quality; SMO OPS Task Area: draws information from scheduling, data review, invoicing, and contracts to generate a variety of reports supporting EPA management, Regional oversight and government documentation requirements). In order to accurately process information and consistently and efficiently manage the tasks, the SMO contractor must (1) have a thorough understanding of all task area activities, as well as their processes, data and supporting automated systems; and (2) ensure quick and effective coordination between task areas. Note: Current laboratories statistical information for analyses performed by CLP located http://www.epa.gov/superfund/programs/clp/analyses.htm. Also see Table 2 - SMO Contract Historical Vital Statistics. This volume of activity may increase or decrease in coming years due to changes in agency analytical needs.

Currently, ASB offers two Routine Analytical Services: Multi-Media, Multi-Concentration Organic Analytical Service and Multi-Media, Multi-Concentration Inorganic Analytical Service; two Non-Routine Analytical Services: Multi-Media, Multi-Concentration Dioxins and Furans Analysis and Multi-Media, Multi-Concentration Chlorinated Biphenyl Congeners. The range of analytical services is expected to expand as new analytical protocols are established (e.g., asbestos, VOAs in air, radiological, chemical and biological agents, explosives, modified methods and analyses, etc.).

IV. GENERAL REQUIREMENTS

The task areas to be performed by the SMO contractor are specified in the PWS and associated EPA Performance Standards (PS) and monitored by the EPA Contract-level Contracting Officer Representative (Contract-level COR). Work is initiated only by the issuance of Work Assignments (WAs) approved by the EPA Contracting Officer (CO).

ASB Performance Standards: The SMO PWS sets out the task areas authorized under the contract. Each task area is tied directly or indirectly to the EPA PS which is found in SMO PWS Exhibit 1 A - C, "EPA Performance Standards." Statements of Work (SOWs) for the laboratory contracts serve as the basis for many of the performance specifications. Under the EPA direction, SMO develops the analytical protocols and reporting requirements incorporated into the laboratory contracts SOWs. Current laboratory SOWs and contracts may be changed or new ones added during the course of the SMO contract with the SMO contract or being fully informed as the modification/addition process evolves. Performance on the SMO contract is evaluated against the task areas listed in the SMO PWS; the EPA PS; SMO Standard Operating Procedures (SOPs); and the specific SMO Work Assignments (WAs).

SMO Contract Performance Standards: Performance requirements establish the performance level required by the government in specific performance areas. The Performance Standards also identify how the contractor's performance will be measured against the performance criteria at the WA level. Each PWS activity must meet ASB and/or ASB customer requirements and adhere to the SMO PWS, EPA Performance Standards and approved SOPs. To determine to what degree SMO activities are meeting these performance requirements, performance standards for these have been established. See Table 1 – SMO Contract Performance Standards (Performance Area, Performance Indicator, Performance Standard, Performance Requirement, and Method of Surveillance). The government shall document contractor performance in accordance with Section H contract clause - Contractor Performance Evaluations.

Reporting Requirements: Reporting requirements associated with the SMO PWS Tasks I - III are defined in the EPA PS for each task area (STIR - Exhibit 1-A; DASS - Exhibit 1-B; and SMO OPS - Exhibit 1-C). The contractor is required to prepare routine and ad hoc reports for ASB based on, but not limited to, 1) data elements in Contract Laboratory Program Support Systems (CLPSS) and information generated under the SMO contract; and 2) data provided by the agency or other governmental entities and/or commercial sources as directed by ASB (for example, the contractor may be required to collect and report on other analytical services utilized to support Agency site decisions and activities). The reports identified in the EPA PS shall be prepared by the SMO contractor and distributed and/or made available via the SMO portal to the designated recipients in accordance with each specified requirement. Delivery times are specified in the

Performance Standards. Reports submitted under this contract shall cite the contract number and identify EPA as the sponsoring agency.

Notes: (1) The EPA expects that as the program grows and its needs change during the course of this contract, contents of individual reports may change or reports will be deleted or added. The SMO contractor should therefore be prepared to make additions and changes to the systems, databases and the report templates as specified in work assignments. If the due date established by the required schedule falls on a weekend or holiday, the reports shall be provided the first government workday following the due date. (2) See Table 2 - SMO Contract Historical Vital Statistics for reporting activity.

Contractor Quality System: The SMO contractor shall provide documentation of its quality system that describes the policies and procedures for ensuring that work processes, products, or services satisfy stated expectations or specifications. This process includes documentation such as Quality Management Plan; Quality Assurance Project Plan (QAPP), and Standard Operating Procedures (SOPs).

- 1. The Quality Management Plan (QMP) shall be submitted to and approved by the EPA prior to contract award. The QMP which provides a means of documenting how an organization will plan, implement, and assess the effectiveness of it quality assurance and quality control operations. The QMP may be viewed as the "umbrella" document under which individual projects are conducted. EPA requirements for Quality Management Plans are defined in EPA Requirements for Quality Management Plans (QA/R-2) (as revised) located at the following web link: http://www.epa.gov/QUALITY/qa_docs.html. After approval by the EPA, the QMP shall be in effect for the entire contract period of performance.
- 2. The Quality Assurance Project Plans (QAPP) describes the necessary QA procedures, QC activities, and other technical activities that will be implemented for a specific project or program. The QAPP will exhibit a full complement of QC procedures and checklists, covering all internal SMO critical/major activities required to fulfill the tasks of the contract. The QAPP is due within thirty working days of the effective start date of the contract, with updates to be delivered annually. The QAPP and updates are subjected to review and approval by the government. Reference Documents: "EPA Requirements for QA Project Plans (QA/R-5) (as revised)," and "Guidance for Quality Assurance Project Plans (G-5)." Also see the following web links: http://www.epa.gov/QUALITY/qa_docs.html.
- 3. Standard Operating Procedures (SOPs) are a set of written instructions that document a routine or repetitive activity followed by an organization. The development and use of SOPs are an integral part of a successful quality system as it provides individuals with the information to perform a job properly, and facilitates consistency in the quality and integrity of a product or end-result. Within thirty working days of the effective start date of the contract, the SMO contractor shall deliver a full complement of SOPs which itemize steps to complete critical/major primary tasks and sub-tasks. The SOPs shall include chain-ofcustody procedures used in conjunction with receipt and maintenance of documentation and/or deliverables. SOPs are subject to government review, comment and approval by the QA Officer (or designee). If revisions are necessary, the contractor shall provide a revised copy of the SOP within seven working days. During the course of contract performance, SOPs shall be updated within thirty working days of either notification that laboratory contracts have been awarded or modified; or when internal SMO procedural modifications have occurred; or when ASB identifies changes within the CLP and/or other Program Office mission changes that will affect SMO processes. Any SOP additions or changes shall be clearly identified when submitted to the Contract-level COR, WACOR, ASB QA Officer and CO. Additional SOPs may be needed or existing SOPs deleted or combined during the life of the SMO contract. For additional information see the following web - Guidance for Preparing Standard Operating link: http://www.epa.gov/quality/qs-docs/g6-final.pdf Procedures. SOPs become an operational extension of the SMO PWS.

Compatibility/Conformance with EPA Systems, Policies and Formats: Deliverables shall be evaluated on degree of compatibility with formats, mechanisms and/or systems and conformance to policies and standards in place or approved by the EPA. These include reporting, procedural, security, network, mechanical, data collection and archiving approaches. Exhibits and copies of documentation of currently utilized formats,

mechanisms and systems and software will be obtainable through a variety of EPA sources, including http://www.epa.gov/irmpoli8/policies/index.html.

The SMO contractor shall support the migration, maintenance and enhancement of SMO systems located on government and/or contractor infrastructure as directed by the EPA. System and software change is required to adapt to improvements in processes/procedures and advancements. The SMO contractor shall maintain, at a minimum, Capability Maturity Model Integrated (CMMI) Level 3 certification and all major system enhancements and modifications shall be in compliance with agency system architecture specifications. The SMO contractor shall develop/maintain a software change control procedure that allows each software change request to be documented. Also see the following web links: http://cfint.rtpnc.epa.gov/otop/index.cfm and http://cfint.rtpnc.epa.gov/otop/index.cfm and http://cfint.rtpnc.epa.gov/otop/index.cfm and http://www.epa.gov/quality1/qa_docs.html for additional requirements.

Data and Information Processing, Tracking, Security, Risk Assessment, Storage, Access and Retrieval: The contractor shall maintain all electronic systems, design new reports and utilities, and solve data problems and discrepancies, and archive data required under the contract. The contractor shall provide all needed hardware to maintain a functional infrastructure for the data. The contractor shall provide support to all functional areas of SMO regarding data and the software systems that store, move and manipulate the data. The contractor shall maintain data integrity at all times. The contractor shall use the agency owned CLPSS application to manage, maintain and report the CLP data. The contractor shall track and report costs within the CLPSS system. Also, the EPA retains all data property rights and software rights and licenses, procured and developed under this contract (i.e., no contractor copyrighting). Periodically, the contractor may be required to grant access to facilities and systems hosting CLPSS to independent third-party assessors (i.e. Independent Verification & Validation). The contractor may be required to support and/or assist in these independent assessments.

Records Management: The contractor shall provide records management support for hard copy, electronic information/data and electronic records. SMO is responsible for maintaining, tracking and archiving current and historical information, data and program records generated as a result of program operations under the current and previous SMO contracts.

EPA's top priority in the records management program is to create and maintain records in a digital format that meets Agency needs and National Archives and Records Administration (NARA) preservation requirements. The contractor shall have processes in place to generate, gather, organize, and use electronic data and information to the maximum extent possible to ensure that records are readily available and useable (e.g., cloud computing), support a mobile workforce (accessible via tablets, cell phones, etc), and improve our business processes.

See Table 2 - SMO Contract Historical Vital Statistics for records/records management activity. Historical hard copy records stored at the FRC, Iron Mountain storage facility and contractor on-site storage totals approximately 30,000 cartons. Note: Active Record - An active record is a record necessary to conduct the current business of an office; Semi-Active Records- Records which are referred to infrequently and therefore are typically stored away from the work area; and Inactive Records - Records no longer needed on a day to day basis but may be required for administrative, legal or historical reasons.

Helpful Links: http://www.whitehouse.gov/the-press-office/2011/11/28/presidential-memorandum-managing-government-records

http://www.epa.gov/records/index.htm,

http://www.epa.gov/irmpoli8/policies/index.html,

http://www.archives.gov/frc/toolkit.html and

http://www.archives.gov/records-mgmt/.

Performance Monitoring: The contractor shall monitor, evaluate and report its work performance and productivity after the end of each twelve (12) months of contract performance. The final report shall cover the last twelve (12) months (or less) of contract performance. Reporting shall be done in a systematic and

uniform manner designed to show contract performance and productivity rates and to highlight problem areas requiring attention or reasons for delays, etc. Required management reports are discussed in the PWS under SMO Task III and are itemized in Exhibit 1- C, EPA ASB Performance Standard, SMO Operations.

Personnel: The contractor shall staff the SMO contract with qualified personnel to perform all required task areas of the SMO PWS. The contractor's skill mixes and management structure shall be sufficient to meet the requirements of the PWS.

Contractor Background Check/Security Clearance: In performing this contract, background checks may be required for contractor employees working with EPA systems with more than read only access. Contractor employee background checks and/or security clearances may also be required for other specific contract tasks. The contractor may be required to have access to material classified up to and including secret and may be required to have a facilities security clearance for handling and storage of classified material. For example, contractor background checks are a continuing requirement under Federal Information Security Management Act (FISMA) http://csrc.nist.gov/drivers/documents/FISMA-final.pdf and additional requirements may be specified with the implementation of Homeland Security Presidential Directive 12 (HSPD-12) http://www.dhs.gov/xabout/laws/gc_121616624097.shtm. Security clearances and secure facilities may also be required in support of response to Nationally Significant Incidents. Any questions regarding background checks and/or security clearance should be directed to ASB.

Contractor Location: The location of the prime SMO contractor facility shall be located within one (1) hour commute by car to the EPA Headquarters in Washington, DC. Close-proximity to the EPA HQ offices is necessary in order to provide for greater efficiency, more comprehensive planning, face-to-face contact for handling standard and non-standard issues, sufficient EPA oversight and management of a production operation (e.g., overseeing approximately 300 samples scheduled, shipped, invoiced and assessed on a daily basis) as well as collaborative efforts with other EPA HQ offices. This access is necessary on a routine basis for collaborative efforts on technical support (e.g., method and analytical protocol development, system specifications development, software development and modified analyses) and document preparation (e.g., laboratories' statement of work preparation, guidance document development). Also, the EPA may need access to official hardcopy records that are initially stored at the contractor facility and possibly access to the contractor's secure facilities when responding to Nationally Significant Incidents.

Facilities and Equipment: FAR 45.302(a) sets forth the general policy that contractors shall furnish all facilities required for performing government contracts. Accordingly, the contractor shall provide facilities adequately equipped to perform all tasks described in the PWS. These facilities include all general purpose and automated equipment and software, utilities infrastructure, furniture and supplies that are required for the administrative, technical and operational functions of the contract.

Record of Communication: The SMO contractor is required to maintain a record of communication documenting all major contact (communication and correspondence) with the EPA, contract laboratories, field samplers, and other related clients. Each work assignment under the SMO contract has specific requirements for recording, distributing and storing communication documentation. ASB shall have access to all ROCs on a real-time basis. See Table 2 - SMO Contract Historical Vital Statistics for volume of customer service inquiry responses. The volume of activity under the resultant contract may increase or decrease.

Interactions: The contractor shall be required to interact with various EPA programs, other government agencies as well as with contract laboratories, software vendors and field and sampling contractors. Such interaction is for the purpose of communicating information, training and/or coordinating activities only, and only with the knowledge and concurrence of the Contract-level COR and/or WACOR, in association with specific PWS tasks or WAs. The contractor shall not provide direct or inferred direction of government employees or other contractors (e.g., Environmental Services Assistance Team (ESAT), Superfund Technical Assessment and Response Team (START), Quality Assurance and Technical Support (QATS)). Note: In order to accomplish this function, the contractor must have staff that can provide customer service based on knowledge of the client's needs and familiarity with ASB operations, with accurate, well-documented

procedures. The contractor must know how to effectively communicate information in the appropriate context to meet the client's needs. All questions requiring interpretation or clarification of the laboratory SOWs or programmatic issues shall be directed to ASB and/or the appropriate EPA contact.

Representation: Signs at the SMO facility shall reference EPA association with the addition of a notation: "Under contract to the EPA" or a similar notification. Letterhead used in the daily conduct of business will clearly identify the name of the contractor and if the EPA is mentioned, it shall be used only in an "under contract to the EPA" context.

Meeting Planning and Support: The contractor shall be required to attend meetings (e.g., National CLP meetings, technical caucuses) for the purpose of providing technical support and documenting and reporting meeting findings and actions items. The contractor may also be required to plan and provide logistical support for meetings and conferences. Requests for meeting planning and support activities shall be authorized via technical direction; and level of effort and costs tracked separately and documented in the Monthly Progress Report.

Site-Specific Tracking of Laboratory Costs: The contractor shall be required to provide site specific information for all laboratory invoices processed by the SMO contractor. The SMO contractor shall also be required to maintain accurate records of all SMO managed site-specific laboratory costs.

Site-Specific Tracking of SMO Costs: The SMO contractor shall be required to charge, track and report SMO costs that can be directly attributed to site-specific activities on a monthly basis.

Annual Allocation: In accordance with the technical requirement of the SMO contract, the contractor shall prepare reports detailing the allocation of non-site specific costs in accordance with "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" manual and "Attachments to Annual Allocation Instructions" (see the following web link: http://www.epa.gov/cfo/finservices/super-fin-info.htm for additional requirements). The allocation reports shall allocate the SMO contractor costs, as well as site support analytical costs incurred under CLP laboratory contracts across all sites supported. The sites may include Superfund or other supported non-Superfund sites.

Buy-Ins: Due to the unique nature of some of the services and processes provided by ASB and supported by the SMO contractor, other EPA offices, federal and state agencies may be allowed to buy-in to ASB contracts and services. If ASB allows a buy-in, the SMO contractor may be required to track these costs separately or to schedule samples against specific delivery orders on laboratory contracts that have been set up for this purpose.

Daily Updates: The contractor shall provide (upon request) daily updates or responses to questions (e.g., verbal, email, fax) from the Contract-level COR, WACORs, and ASB Branch Chief concerning progress, performance, fact finding, and issues related to PWS Task I - III activities.

Waivers: In the event of rare and extenuating circumstances, the contractor may occasionally be unable to comply with the requirements (i.e., timeliness) of their contract. The contractor may request a waiver from the EPA on an as-needed basis. All waivers must be approved by the OAM CO.

CLPSS Security/Disaster Recovery: The contractor shall perform security activities related to the CLPSS, participate in self-assessment and third-party audits to ensure compliance with government requirements, and maintain software and hardware maintenance and support plans and agreements.

In addition, the contractor shall maintain a COOP/Disaster Recovery Plan to support the reconstitution of the CLPSS system should a disaster arise. The plan shall ensure continuous business operations for all of CLPSS. The contractor shall perform full and incremental backups to preserve EPA sample information and should be performed on a regular basis with audit logs and files that are irreplaceable and are considered critical. Backup media should be stored in a secure, geographically separate location from the original and

isolated from environmental hazards.

A disaster is an unforeseen event that significantly jeopardizes SMO's ability to provide access to CLPSS and impedes the timeliness of contract deliverables within the pre-defined timelines, and which cannot be resolved within the affected site using routine restoration measures. Examples of major catastrophes are: Natural Disasters – including earthquakes, tornadoes, hurricanes, floods, lightning storms, fires, epidemics, and blizzards; System Issues – including hardware failures and data communication outages; and Subversive Acts – including sabotage and terrorism.

Depending on the severity of the disaster, recovery objectives are to reinstate the critical IT services within two to five business days. The key business processes considered critical to fulfilling the mission and objectives of the CLP Program are the core process. The core processes are: Manage Analytical Service Provider Agreements; Schedule Samples; Track Samples & Deliver Data; Assess Data; Process Invoices; and Assign & Allocate Costs. The contractor shall ensure that upon declaration of a disaster the plan activates the recovery team.

Website Information: Superfund Analytical Services/Contract Laboratory Program: For online information about Superfund's Analytical Services, see http://www.epa.gov/superfund/programs/clp/index.htm.

V. PERFORMANCE REQUIREMENTS

The requirements contained in this Performance Work Statement are considered performance-based, focusing on the agency's desired results and outcomes. The contractor, with agency approval, shall be responsible for determining the most effective means by which these requirements will be fulfilled. In order to fulfill the requirements, the contractor shall design innovative processes and systems to deliver the required services in a manner that best meets the agency's performance objectives.

The following three main task areas are intricately and necessarily linked in functionality to the others. The tasks and sub-tasks are itemized and described below.

TASK I. Scheduling, Tracking, Invoicing and Reporting (STIR) –

STIR is the primary vehicle through which analytical services are scheduled, samples are tracked, and invoices are calculated for payment and laboratory performance information reported. STIR processes Regional requests for analytical services by using various systems and procedures, as outlined by the EPA, to determine and schedule the sample load for contract laboratories. STIR is responsible for the entire process of scheduling and tracking sampling events. The process begins at the time of the scheduling request and continues through sample shipment and laboratory analysis, until the analytical result data is received and screened for contractual compliance (i.e., Task II). The process concludes when sampling events are calculated for payment at SMO within the constraints of the Federal Acquisition Regulation (FAR 52.232-25) for Prompt Payment.

TASK II. Data Assessment Support Services (DASS) –

DASS is one of the primary vehicles through which the EPA ensures that it is meeting its objective of supplying analytical data of known and documented quality for use in making agency cleanup decisions. DASS requires the tracking, integration and processing of information from several sources. These include contract laboratory analytical data; analytical SOW and laboratory contract requirements; and SMO sample scheduling and tracking information (i.e., Task I). These activities are accomplished through combined use of automated and manual systems. Due to natural programmatic changes, DASS undergo changes resulting from such factors as new laboratory contract solicitations and awards, method modifications, new analytical methods, changes in invoicing procedures, scheduling procedures, data storage requirements and Regional data acceptance procedures.

TASK III. SMO Operations (SMO OPS) -

SMO OPS serves as a repository and reference source for information compiled and generated by the three primary SMO task areas. It is the task area where the following occurs: reports are produced by drawing on existing data and program information; procedural, logistical and administrative documents are produced by assimilating information obtained from source experts; cost recovery support is provided by retrieving historical financial data and program records; analytical chemistry and environmental databases are maintained, developed and integrated in support of ASB's initiatives; and CLP/SMO files are prepared for long-term storage and retrieval.

VI. TECHNICAL PERFORMANCE REQUIREMENTS

TASK I: Scheduling, Tracking, Invoicing and Reporting (STIR)

The STIR task is the focal point in the administrative and logistical chain that links the Regional customers' analytical needs with the EPA-contracted commercial environmental testing laboratories. One responsibility of STIR is to schedule, track and document the flow of samples to laboratories. This activity involves thousands of samples per month that must be scheduled on a daily basis under varying analytical services programs.

The contractor shall schedule samples in accordance with an EPA-approved performance-based scheduling SOP. Factors to be considered with each case placement include laboratory capacity, data turnaround time, status of a laboratory's performance profile, type of contract, funding sources and miscellaneous problem scenarios. Due to uncertainties such as weather and access to the site, the scheduling is subject to frequent and last minute alterations. The primary programs for this support include Routine Analytical Services, Non-Routine Analytical Services and analytical services to support evolving agency needs for non-traditional environmental sample analyses.

The contractor shall also perform non-judgmental duties, such as checking mathematics and reviewing invoices for administrative accuracy. The contractor shall use unambiguous criteria that are provided by the agency for calculating payment. Due to necessary programmatic changes, the STIR process undergoes continuous changes resulting from such factors as automating tasks previously performed manually and accommodating changes in procedures as directed by the EPA. See Exhibit 1-A, EPA ASB Performance Specification - STIR which pertain to STIR activities.

STIR Sub-Tasks:

The SMO contractor shall:

- 1-1 Prepare work plans which provide a breakdown by sub-task and includes a title page; an introduction; primary intended use; project approach, including description of sub-tasks; list of deliverables and schedule; staffing and management plan; a list of exceptions to the assignment, anticipated problems or special requirements; quality control plan; conflicts of interest statement; and cost estimate broken down by sub-task. The contractor shall accumulate the other direct costs and travel costs for the work assignment only under Sub-Task 1, Work Plan, Administration and Management.
- 1-2 Provide customer service support to Headquarters, Regional and other clients for all aspects associated with scheduling (e.g., daily rolling, weekly), tracking, invoicing and reporting of samples from project inception through analysis. Support includes providing input to clients on process improvements and innovative techniques for delivering analytical services which include Information Technology (IT) solutions. This support also includes responding to changes in the services provided by ASB to the Regions and other ASB customers.
- 1-3 Receive, review and document requirements contained within CLP and other analytical services Page 12 of 76

laboratory contracts regarding period of performance, contract services, contract ceilings, contract compliance requirements and laboratory prices.

- 1-4 Identify discrepancies and report to appropriate EPA staff for clarification and/or correction.
- 1-5 Input appropriate laboratory contract information into systems to allow for processing of sample scheduling, contract compliance and invoice processing activities.
- 1-6 Maintain, operate, develop, update and enhance all automated and manual systems, to include those associated with modified requirements and the incorporation of new analytical services; documenting the request, shipment and all associated issues with sample requests, tracking and receiving sample associated documentation, dissemination of information and responding to routine and ad hoc information requests; development, modification, incorporation and testing of invoice processing tools to calculate invoice payment for new analytical services; and invoice processing and calculation, such as Tracking and Invoice Payment (TIP), Electronic Approval System (EASY), Web Invoicing System (WIS), etc. Provide support to the EPA and other customers (as directed) on implementing these systems (in part or whole).
- 1-7 Inform and orient clients to new services provided by Headquarters associated with the scheduling, processing and analysis of samples.
- 1-8 Provide scientific, technical, analytical and administrative support for programmatic projects and initiatives, including field activities which may affect analytical services or sample integrity.
- 1-9 Provide database evaluation for data management, data evaluation and data reporting.
- 1-10 Develop sample-scheduling projections based on historical data and prior Regional use and incorporate data supplied by ASB on projected large cases.
- 1-11 Provide input to EPA Headquarters customers regarding supply and demand based on Regional needs and sample scheduling projections.
- 1-12 Review and document laboratory performance associated with contract compliance issues, timeliness of data receipt and other program specific issues to enable EPA to determine performance based scheduling algorithm.
- 1-13 Receive site specific orders from Regional customers and other clients on a daily basis and document information associated with site, purpose of the sampling, anticipated sample shipping dates, field sampler and analytical services required.
- 1-14 Compare client demand versus ASB analytical services supply and apply performance based scheduling criteria to determine the appropriate laboratories to receive samples. This also includes contract period of performance, monitoring receipt of funding and contract modifications which affect a laboratory's ability to receive samples.
- 1-15 Provide laboratories information regarding client requests and inform laboratories of anticipated dates of sample receipt, contract assignment, per sample price, analytical turnaround time and any other special needs of the client.
- 1-16 Monitor status of sample shipments and resolve issues associated with discrepancies in paperwork, coordination of shipment and other administrative and technical sample-specific issues. Inform other internal SMO groups of issues affecting, including but not limited to data receipt, data assessment and invoice processing.
- 1-17 Support ASB with the preparation of modified analysis and solicitation documents, support the Page 13 of 76

Contracting Officer with the solicitation and laboratory selection activities and schedule and track modified analysis and non-routine samples. Input appropriate laboratory contract information into systems to allow for processing of sample scheduling, contract compliance and invoice processing activities for all scheduled analyses. Track the funding associated with modified analyses and provide laboratory performance reports associated with modified analyses.

- 1-18 Track and receive sample-associated documentation provided to the laboratory at time of sample shipment which includes sample number, project number, requested analyses and laboratory receipt date. Verify information associated with laboratory creation of SDG and validate information against SMO tracking systems and document and reconcile any discrepancies.
- 1-19 Input information into appropriate tracking systems on a sample number, SDG level basis (including traffic report and SDG summary data) to enable processing of automated data assessment, invoice processing, and cost recovery activities.
- 1-20 Contact laboratories regarding status of deliverables and document reasons associated with any late delivery of analytical data. Inform appropriate EPA staff as necessary.
- 1-21 Provide information to clients regarding status of samples at laboratories prior to data delivery, laboratory funding, client demand, ASB analytical services supply, laboratory contract issues and other ad hoc input as required.
- 1-22 Provide other program-specific and ad hoc information as routinely requested by client or as directed by technical direction document.
- 1-23 Coordinate, interface, prioritize, assess, track, and process invoice information from start-date to payment calculation in meeting the Financial Management Center requirements and procedures under the Prompt Payment Act.
- 1-24 Provide financial and bookkeeping support to Headquarters, Regional and other clients for all aspects associated with the processing, calculation and payment of laboratory invoices. Support includes providing input to clients on process improvements and innovative techniques for accelerating the payment of laboratory invoices which include IT solutions. This also includes responding to changes in the services provided by ASB to the Regions and calculation of payment based on the prices bid for modified analyses.
- 1-25 Evaluate requirements contained within analytical services laboratory contracts regarding laboratory prices, incentives, prompt payment and instructions for invoicing, etc.
- 1-26 Identify discrepancies in contract documents and report to appropriate EPA staff for clarification and correction.
- 1-27 Verify laboratory invoices received against what was ordered to ensure that the invoices provided for payment are sufficient to allow further processing. Reconcile and document any discrepancies.
- 1-28 Calculate laboratory payment based on contract requirements (e.g. incentives, disincentives) and other specified EPA requirements. Transmit results of calculation to appropriate EPA invoice payment officials for EPA's determination of appropriate payment.
- 1-29 Monitor status of laboratory invoices and resolve issues associated with client questions and laboratory inquiries. Inform other internal SMO groups and EPA staff of issues affecting laboratory funding and impact on customer.
- 1-30 Process client requests for reduced value and rejection of data and provide background information regarding laboratory waiver requests. This includes collecting information from other internal SMO groups

and providing compiled information to appropriate EPA staff for a final decision.

1-31 Provide other bookkeeping and financial services associated with the appropriate allocation of costs to sites and laboratory contract closeouts.

TASK II: Data Assessment Support Services (DASS)

The objective of Task II is to perform quality assurance on contract deliverables to ensure that all analytical services data packages comply with requirements in laboratory contracts. Data assessment support services include 1) conducting contract compliance screening (CCS) by performing checks for contractual compliance on both hard copy and electronic data submissions; 2) reviewing data using National and Regional data assessment criteria; and 3) transferring analytical data and reports into customer specified formats. The EXES system supports these services. EXES and CCS must provide rapid evaluation of data submissions. Overall the DASS process (i.e., CCS) checks over 3,000 quality assurance parameters for each analytical result and the data evaluation software must supply the Region specific reports and data files within 24 to 48 hours after receipt of laboratory data.

Due to necessary programmatic changes, DASS undergoes changes resulting from such factors as new laboratory contract solicitations and awards, method modifications, new analytical methods, changes in invoicing procedures, scheduling procedures, data reporting requirements, data storage requirements, data review process, streamlining IT systems or combining EXES and EDM with other systems or Regional data acceptance procedures. SMO assists in the development and maintenance of reporting requirements to ensure that these continue to meet the EPA requirements for data transmission, exchange and storage.

SMO receives and checks data packages and electronic data files for compliance to and completeness of the contract administrative and technical requirements. SMO processes contract deliverables in the form of analytical data packages from laboratories after requested analytical services are completed. Data are received in two forms: hard copy and electronic deliverables, as specified in the applicable laboratory contract SOW. Data are screened via CCS against the EPA approved checks as specified in individual laboratory contracts and as directed by ASB or the WACOR. In addition to the completeness and compliance checks specified above, other checks and processes are performed by DASS as noted in relevant EPA PS. Analytical data packages are reviewed by manual, automated or a combination, of screening methods as required by the specific contract. Laboratory deliverables and results affect payment as established and specified in laboratory contracts. The DASS interface to the scheduling and invoicing process is discussed in Task I - STIR. The CCS results may be used to resolve discrepancies, monitor performance and determine technical data trends and is part of the legal record in case of litigation. See Exhibit 1-B, EPA ASB Performance Specification - Data Assessment Support Services which pertain to DASS activities.

DASS Sub-Tasks:

The SMO contractor shall:

- 2-1 Prepare work plans which provide a breakdown by sub-task and includes a title page; an introduction; primary intended use; project approach, including description of sub-tasks; list of deliverables and schedule; staffing and management plan; a list of exceptions to the assignment, anticipated problems or special requirements; quality control plan; conflicts of interest statement; and cost estimate broken down by sub-task. The contractor shall accumulate the other direct costs and travel costs for the work assignment only under Sub-Task 1, Work Plan, Administration and Management.
- 2-2 Provide laboratory data assessment services support to Headquarters, Regional and other clients. Support includes providing appropriate scientific staff expert in analytical chemistry (or other technical areas required to support ASB activities) and providing input to clients on process improvements and innovative techniques for assessing data which include IT solutions. This also includes responding to changes in the services

provided by ASB to the Regions.

- 2-3 Evaluate technical and data submission requirements regarding the analysis and submission of analytical data. Compile the results of these assessments in appropriate documents as directed by the EPA.
- 2-4 Perform an analysis of the affect of new analytical services requirements on existing systems. Provide recommendations to appropriate EPA staff regarding modifications and improvements.
- 2-5 Evaluate and provide an analysis of the applicability of automated data assessment for new analytical requirements and services. This includes the development, modification, incorporation and testing of automated data assessment tools to perform technical and contract compliance evaluations on new analytical services.
- 2-6 Identify discrepancies in analytical services documents and report to appropriate EPA staff for clarification and/or correction.
- 2-7 Assist EPA in the assessment of new laboratories ability to provide environmental data to meet program and client needs. This can include an evaluation of the electronic deliverables in order to ensure proper submission format and to assist in debugging new or modified data assessment tools.
- 2-8 Provide input to new laboratories and appropriate EPA program officials regarding laboratories ability to provide analytical services. This information can include summary of deficiencies and/or discrepancies and possible solutions for resolving these errors.
- 2-9 Maintain, develop, update, enhance and test all data reporting requirements.
- 2-10 Maintain, operate, develop, update, enhance and test all automated and manual systems/processes associated with the delivery/assessment/data processing of new or modified analytical services to support EPA client's programmatic needs.
- 2-11 Verify data received against what was ordered to ensure that the deliverables provided for data assessment are sufficient to allow further processing and assessment of data. Reconcile and document any discrepancies.
- 2-12 Perform an automated data assessment of electronic data deliverables which evaluates a laboratory's technical and contractual compliance to program requirements. Electronically provide results of the assessment to laboratories/Regions and/or ASB designated recipients in user specified formats.
- 2-13 Perform a manual inspection/assessment for all data deliverables where either an electronic assessment cannot be performed or is not applicable. Provide results of the assessment to laboratories/Regions and/or ASB designated recipients.
- 2-14 Receive and evaluate all analytical data re-submissions and incorporate into project level data assessments as appropriate.
- 2-15 Generate and make available project specific results of data assessment to clients and other data users to assist in the evaluation of laboratory performance and the application of data to meet project specific needs.
- 2-16 Provide results of assessments to EPA Headquarters staff in the form of routine and ad hoc reports in order to assess overall laboratory performance, method performance and systems performance to ensure program goals are achieved. This includes providing data for EPA's performance-based scheduling algorithm which is applied to the scheduling of samples.
- 2-17 Maintain, operate, develop, update, enhance and test all automated and manual systems/processes

associated with the assessment of all data deliverables for technical and contractual requirements (such as: EXES, CCS system, EDM, etc.).

- 2-18 Monitor status of laboratories responses to data assessment and resolve issues associated with client questions, payment issues and laboratory inquiries and disputes. Inform other internal SMO groups and EPA staff of issues affecting laboratory performance, impact on customer and invoice processing.
- 2-19 Provide information required for processing laboratory invoices regarding the billable status of sample results. This includes evaluating data based on application of program-specified requirements to determine whether dilutions, re-extractions and/or QC samples are billable.
- 2-20 Maintain an electronic repository of analytical data and data assessment results for the purpose of programmatic and ad hoc reporting. Data are linked to project specific information collected at time of sample scheduling to allow easy retrieval for a variety of purposes.
- 2-21 Provide input to invoice processing and EPA staff regarding specific conditions that may lead to contract waivers, reduced value and rejection of data.
- 2-22 Maintain, operate, develop, update, enhance and test all automated and manual systems associated with monitoring laboratory performance and maintaining a repository for analytical data and data assessment results.
- 2-23 Provide other program-specific and ad hoc information as routinely requested by client or as directed by technical direction document.
- 2-24 Receive laboratory data deliverables and verify data received against information entered into sample/SDG-level system to ensure deliverables required for data assessment have been provided. Reconcile and document any discrepancies.
- 2-25 Enter information associated with data receipt into appropriate systems to allow for further tracking and data assessment, invoice processing and cost recovery activities.
- 2-26 Provide scientific, technical, analytical and administrative support for programmatic projects and initiatives.
- 2-27 Provide database evaluation for data management, data evaluation and data reporting.
- 2-28 Provide technical, scientific and administrative support to EPA Headquarters staff for the evaluation, development and publishing of new analytical services documents (e.g., analytical laboratory Statements of Work) and supporting development of analytical services solicitation materials. This support includes data collection and technical evaluation of documents.
- 2-29 Provide technical, scientific and administrative support to EPA Headquarters staff for the evaluation and development of technical documents (e.g., data validation guidance, evaluation of method performance, technical presentations and training), studies and training.
- 2-30 Support ASB in the preparation of modified analysis documents, update the data assessment software to process the modified analysis electronic data deliverable, provide clients with electronic reports from the modified analysis, perform data assessment on the modified analysis data and respond to laboratory inquiries and questions.

TASK III: SMO Operations (SMO OPS)

The contractor shall operate the SMO facility, perform SMO reporting, provide litigation and cost recovery Page 17 of 76

support to ASB and its clients, provide administrative, technical, administrative and editorial support, perform information management activities, provide training, generate records of communication and maintain record of communication system, provide records management support (e.g., migrate to processes that will allow increased future digitization); and provide CLPSS-wide support for all CLPSS components. Under SMO OPS, the contractor shall also be responsible for producing and maintaining required contract documents (e.g., SOPs and system life cycle documentation), producing programmatic documents (e.g., analytical protocols, sampling guides, user guides, fact sheets, etc.), develop and provide user support and training for programmatic processes and systems and produce and update programmatic brochures, presentations and briefings to support ASB and customer information requests.

SMO OPS serves as a repository and reference source for information compiled and generated by the primary SMO task areas and as a result of ASB operations as a whole. SMO OPS provides a critical link between the tremendous amounts of information produced or collected under the CLP and other sources. SMO OPS shall assist in coordinating with the Program Office program initiatives and innovations, as well as changes to SMO procedures deemed programmatic in nature. SMO OPS shall generate and make available information in a variety of formats, ranging from statistical reports, graphical presentations, narrative form, and Internet compatible formats. See Exhibit 1-C, EPA ASB Performance Specification - SMO Operations which pertain to SMO OPS activities.

SMO OPS Sub-Tasks:

The SMO contractor shall:

- 3-1 Prepare work plans which provide a breakdown by sub-task and includes a title page; an introduction; primary intended use; project approach, including description of sub-tasks; list of deliverables and schedule; staffing and management plan; a list of exceptions to the assignment, anticipated problems or special requirements; quality control plan; conflicts of interest statement; and, cost estimate broken down by sub-task. The contractor shall accumulate the other direct costs and travel costs for the work assignment only under Sub-Task 1, Work Plan, Administration and Management.
- 3-2 Provide administrative, technical and customer service support to Headquarters, Regional and other clients for all aspects associated with general operations in support of the Superfund analytical services program. Support includes providing input to clients on process improvements and innovative techniques for articulating program specific services and accomplishments which include IT solutions. This also includes responding to changes in the services provided by ASB to the Regions.
- 3-3 Provide programmatic support by delivering information in the form of routine and ad hoc management reports associated with all aspects of the delivery of ASB analytical services.
- 3-4 Provide technical, administrative and editorial support to EPA Headquarters staff for the evaluation, development and publishing of new analytical services documents (e.g., analytical laboratory Statement of Work) and supporting development of analytical services solicitation materials. This support includes data collection, technical evaluation of documents, document creation and delivery of final draft to appropriate EPA staff.
- 3-5 Develop, update and enhance program specific informational and guidance documents that assist EPA Headquarters in orienting current and future customers to existing and future analytical services. Assist EPA Headquarters in the formulation, compilation, publishing and distribution of these documents (such as: CLP Guidance for Samplers, Introduction to the Contract Laboratory Program, National Functional Guidelines for data validation for each analytical service (e.g., organic, inorganic, dioxin). Updating and/or revising system documentation.
- 3-6 Provide research and reporting support regarding historic program use to ASB and its clients. This includes evaluation of financial records, site-specific allocation and specific analytical needs for cost

recovery and budgetary needs. Also see http://epa.gov/Compliance/cleanup/superfund/recover-process.html

- 3-7 Provide additional services to support government's litigation efforts including discovery, expert witness testimony, collection, compilation and dissemination of appropriate documents to the EPA and Department of Justice attorneys.
- 3-8 Compile documentation associated with the various processes performed under the SMO contract associated with the tracking, assessment and payment of ASB analytical services. This includes the development, tracking, digitizing and archiving of comprehensive project level files. These files are prepared for final disposition and storage at the government's Federal Records Center and/or archived in accordance with agency policy.
- 3-9 Maintain, operate, develop, update, enhance and test all automated and manual systems associated with management reporting, cost recovery and records management.
- 3-10 Provide other program specific and ad hoc information as routinely requested by client or as directed by technical direction document.
- 3-11 Maintain, develop, integrate and update all analytical and environmental information databases in support of ASB's initiatives associated with information management activities (such as: Superfund Analytical Services/Contract Laboratory Program website.).
- 3-12 Provide technical, administrative, and editorial support for programmatic projects, initiatives, guidance documents (e.g., Sampler's Guide) and management reporting.
- 3-13 Provide database evaluation for data management, data evaluation and data reporting.
- 3-14 Develop training programs and courses that will improve ASB clients' usage and adaption of ASB systems, policy and requirements.
- 3-15 Perform requirements gathering and documentation development for preparing and updating brochures, user guides, presentations, briefings and other similar support as needed.
- 3-16 Provide training, orientation, and conference support to ASB, Regions and/or ASB clients. Support includes, but is not limited to, logistics support; presentation support; developing training manuals (e.g., sample collection, transport, receipt, processing and analysis, documentation procedures (including chain of custody), results reporting, quality assurance and health and safety precautions)); conducting training/orientation sessions (e.g., analytical services, CLP processes, sampling, use of software tools and systems); and prepare training materials (e.g., multi-media).
- 3-17 Analyze and evaluate tools and documents for support of applications for electronic delivery of data. The scope of applications includes EPA/government/commercial tools, development of technical requirements for electronic delivery of Superfund data and evaluation and modification of these requirements based on user testing.
- 3-18 Provide CLPSS-wide support and perform activities associated with system and database administration, networking, security, and configuration management for all CLPSS components.

VII. ACRONYM LIST

ASB Analytical Services Branch
CCS Contract Compliance Screening

CERCLA Comprehensive Environmental Response, Compensation and Liability Act

CLP Contract Laboratory Program

CLPSS Contract Laboratory Program Support Systems

CMMI Capability Maturity Model Integration

CO Contracting Officer (EPA)
COOP Continuity of Operations Plan

COR Contract-level Contracting Officer Representative (EPA)

CWA Clean Water Act

DASS Data Assessment Support Services
EPA Environmental Protection Agency
ESAT Environmental Services Assistance Team

EXES Electronic Data Exchange and Evaluation System

EDM EXES Data Manager

FISMA Federal Information Security Management Act

FMC Financial Management Center FRC Federal Records Center

HQ Headquarters

HSPD-12 Homeland Security Presidential Directive 12

IT Information Technology LCM Life Cycle Management

NRAS Non-Routine Analytical Services

OAM Office of Acquisition Management (EPA)
OLTP On-Line Transaction Processing System

OSRTI Office of Superfund Remediation and Technology Innovation
OSWER Office of Solid Waste and Emergency Response (EPA)

PS Performance Standard (EPA)
PWS Performance Work Statement

OA Quality Assurance

QMP Quality Management Plan

QATS Quality Assurance and Technical Support (Contract)

QC Quality Control

RAS Routine Analytical Service

RCRA Resource Conservation and Recovery Act

ROC Record of Communication SDG Sample Delivery Group

SEDD Staged Electronic Data Deliverable

SMO Sample Management Office

SMO OPS Sample Management Office Operations

SOP Standard Operating Procedure

SOW Statement of Work

STIR Scheduling, Tracking, Invoicing and Reporting TIP Sample Tracking and Invoice Payment System

WA Work Assignment

WACOR Work Assignment Contracting Officer Representative (EPA)

WIS Web Invoicing System

TABLE 1

SMO CONTRACT PERFORMANCE STANDARDS

(Performance Area, Performance Indicator, Performance Standard, Performance Requirement, and Method of Surveillance)

Superfund Sample Management Office Support

INDICATOR		PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE
<u>Genera</u>	al Requirements (Apply Across all	Work Assignments)	
ficiency	For each government approved work plan and cost estimate, the contractor shall complete approved work within government approved ceilings for total hours, total cost and average hourly rates.	For each approved work assignment, completing approved work within approved hours, total cost and average hourly rates is deemed acceptable (i.e., satisfactory) performance. For each approved work assignment, completing approved work while staying 5% below any one of the approved ceilings in the categories of hours, total cost and average hourly rates and not exceeding the approved ceilings in the remaining categories will be considered very good performance. For each approved work assignment, completing approved work while staying 10% below any one of the approved ceilings in the categories of hours, total cost and average hourly rates and not exceeding the approved ceilings in the remaining categories will be considered exceptional performance. For each approved work assignment, exceeding any of the ceilings for total hours, total cost and average hourly rates will result in a marginal approved to a particular approver and average hourly rates will result in a marginal approved to a particular approver and average hourly rates will result in a marginal approved to a particular approver and average hourly rates will result in a marginal approved to a particular approver and average hourly rates will result in a marginal approved to a particular approver and average hourly rates will result in a marginal approved to an average hourly rates will result in a marginal approved to a particular appro	Review Final Progress Report for work plan period of performance or Interim Progress Report encompassing at least nine (9) months of the review period.
f		For each government approved work plan and cost estimate, the contractor shall complete approved work within government approved ceilings for total hours, total cost and	work plan and cost estimate, the contractor shall complete approved work within government approved ceilings for total hours, total cost and average hourly rates. Completing approved work within approved hours, total cost and average hourly rates is deemed acceptable (i.e., satisfactory) performance. For each approved work assignment, completing approved work while staying 5% below any one of the approved ceilings in the categories of hours, total cost and average hourly rates and not exceeding the approved ceilings in the remaining categories will be considered very good performance. For each approved work assignment, completing approved work while staying 10% below any one of the approved ceilings in the categories of hours, total cost and average hourly rates and not exceeding the approved ceilings in the remaining categories will be considered exceptional performance. For each approved work assignment, exceeding any of the ceilings for

PERFORMANCE AREA	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE
			For each approved work assignment, exceeding any of the ceilings for total hours, total cost and average hourly rates by more than 5% will result in an unsatisfactory performance rating.	
Records of Communication	Timeliness	Detailed and correct information completed and distributed within time frame specified in work assignments.	≥ 97% - Exceptional ≥ 93% - Very Good ≥ 90% - Satisfactory ≥ 80% - Marginal < 80% - Unsatisfactory	Review Monthly Progress Report Random Review of Electronic ROC for timely accessibility
Response to Laboratory, EPA and Customer Inquiries	Timeliness	Turnaround time from the date communication is received to response date shall be (2) business days	≥ 99% - Exceptional ≥ 95% - Very Good ≥ 90% - Satisfactory ≥ 80% - Marginal < 80% - Unsatisfactory	Review Monthly Progress Report Conduct Random Audit
Deliverables (SOPs, QA Plan, LCM documentation, Work Plan and Progress Reports)	Timeliness	Delivery within timeframes specified in contract/work assignment delivery schedule.	≥ 99% - Exceptional ≥ 95% - Very Good ≥ 90% - Satisfactory ≥ 80% - Marginal < 80% - Unsatisfactory	Recipient verification Review Monthly Progress Report Monitor Receipt Date of Deliverables
Information Technology Requests	Timeliness	Maintain, operate, develop, update and enhance automated systems and CLP website within timeframe specified in Work Plan, Work Assignment or Technical Direction Document	≥ 97% - Exceptional ≥ 93% - Very Good ≥ 90% - Satisfactory ≥ 80% - Marginal < 80% - Unsatisfactory	Review Monthly Progress Report Conduct IT Progress Meetings
Information Technology – CLPSS System/SMO Portal	Availability	System is operational 24 hours/day, with emphasis placed on normal business hours (6:00 AM ET – 6:00 PM ET), without	Availability of the CLPSS system, 100% per month operational during normal business hours and at least 99% outside of normal business	Random testing of the CLPSS/SMO Portal access

PERFORMANCE AREA	PERFORMANCE	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF
	INDICATOR	downtime unless otherwise scheduled.	hours is deemed exceptional performance.	SURVEILLANCE
			Availability of the CLPSS system, at least 98% per month operational during normal business hours and at least 96% outside of normal business hours is deemed very good performance.	
			Availability of the CLPSS system, at least 95% per month operational during normal business hours and at least 90% outside of normal business hours is deemed satisfactory performance.	
			Availability of the CLPSS system, at least 90% per month operational during normal business hours and at least 85% outside of normal business hours is deemed marginal performance.	
			Availability of the CLPSS system, less than 90% per month operational during normal business hours and less than 85% outside of normal business hours is deemed unsatisfactory performance.	
Information Technology – CLPSS SMO Portal Helpdesk	Timeliness	Helpdesk calls/emails answered within two (2) hours of initial contact during normal business hours (6:00 AM ET -6:00 PM	≥ 99% - Exceptional ≥ 97% - Very Good ≥ 95% - Satisfactory ≥ 85% - Marginal	Review Monthly Helpdesk Reports Conduct Random Audit
		ET).	< 85% - Unsatisfactory	Conduct Random Addit

PERFORMANCE AREA	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE			
	Task I: Scheduling, Tracking, Invoicing and Reporting (STIR)						
PERFORMANCE AREA	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE			
Contract Funding Status	Timeliness	Funding information entered into database (prior to use for scheduling) within two (2) working days of receipt from EPA	≥ 98% - Exceptional ≥ 95% - Very Good ≥ 90% - Satisfactory ≥ 85% - Marginal < 85% - Unsatisfactory	Review Monthly Progress Report Conduct Random Audit			
Contract Closeout Preparation	Timeliness	Payment records finalized and contracts administratively prepared for closure to the point of requiring action by EPA within six (6) months of contract expiration	100%, with at least 80% of expired contracts within four (4) months, will result in an "Exceptional" performance rating. 100%, with at least 80% of expired contracts within five (5) months, will result in a "Very Good" performance rating. 100% of expired contracts will result in a "Satisfactory" performance rating. 80% - 99% of expired contracts will result in a "Marginal" performance rating. <80% of expired contracts will result in an "Unsatisfactory" performance rating.	Review Monthly Progress Report Customer feedback			
Performance Scheduling Report	Timeliness	Performance scores calculated and delivered to recipients not later than the last day of each	100% of scores by the 20th of every month will result in an "Exceptional" performance rating.	Recipient verification			

PERFORMANCE AREA	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE
		month (or the next business day if the last day falls on a weekend or federal holiday)	100% of scores by the 25 th of every month will result in a "Very Good" performance rating.	
			100% of scores every month will result in a "Satisfactory" rating.	
			Any scores received 31 -35 days after the end of the period being reported will result in a "Marginal" performance rating.	
			Any scores received >35 days after the end of the period being reported will result in an "Unsatisfactory" performance rating.	
Sample Scheduling	Timeliness	Laboratory assignments confirmed and delivered to authorized requesters not later than 3:00 PM ET each business day for routine requests	≥ 98% - Exceptional ≥ 95% - Very Good ≥ 90% - Satisfactory ≥ 85% - Marginal < 85% - Unsatisfactory	ASR System Review of Weekly Scheduling Worksheet
		received/modified requests awarded by 3:00 PM ET of the previous business day		
Required STIR Routine and Ad Hoc Reports unless available in the Business	Timeliness	Delivered within timeframe specified in Work Assignment or Technical Direction	≥ 98% - Exceptional ≥ 95% - Very Good ≥ 90% - Satisfactory	Review Monthly Progress Report
Intelligence Tool		Document	≥ 85% - Marginal < 85% - Unsatisfactory	Customer feedback
Initial Invoice Processing	Timeliness	Invoices processed for payment and delivered to FMC not later	≥99% of all, with >85% within six (6) calendar days from receipt of all	Review Monthly Progress Report
		than nine (9) calendar days from receipt of all necessary documentation	necessary documentation will result in an "Exceptional" performance rating.	Conduct Random Audit

PERFORMANCE AREA	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE
			≥99% of all, with 50% - 84% within six (6) calendar days from receipt of all necessary documentation will result in a "Very Good" performance rating.	
			99% of all invoices processed per month will result in a "Satisfactory" performance rating.	
			≥90% of all, with ≥99% within 12 calendar days from receipt of all necessary documentation will result in a "Marginal" performance rating.	
			<90% of all, with ≥99% within 12 calendar days from receipt of all necessary documentation will result in an "Unsatisfactory" performance rating.	
Invoice Reconciliation	Timeliness	Invoice reconciliations sent to laboratories within ten (10) working days of identification of change in payment	≥98% of actions processed per year, with ≥80% within six (6) working days of identification of change in payment will result in an "Exceptional" performance rating.	Review Monthly Progress Report Conduct Random Audit
			95% - 97% of actions processed per year, with ≥80% within six (6) working days of identification of change in payment will result in a "Very Good" performance rating.	
			≥95% of actions processed per year will result in a "Satisfactory"	

PERFORMANCE AREA	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE		
			performance rating.			
			80% - 94% of actions processed per year, with ≥95% within fifteen (15) working days of identification of change in payment will result in a "Marginal" performance rating.			
			<80% of actions processed per year, with ≥95% within fifteen (15) working days of identification of change in payment will result in an "Unsatisfactory" performance rating.			
	Task II: Data Assessment Support Services (DASS)					
Notification of Initial Assessment failure – electronic data	Timeliness	Within 24 hours (of the next working day) turnaround time from DRD or "established	≥ 99% - Exceptional ≥ 95% - Very Good ≥ 90% - Satisfactory	Review Monthly Progress Report		
		process date" to laboratory notification	≥ 80% - Marginal < 80% - Unsatisfactory	Conduct Random Audit		
Screening Process	Accuracy	CCS Defect Reports - Assessed CCS Defects [both automated and manual] must be correctly applied	≥ 99.7% of CCS Defects assessed are accurate - Exceptional ≥ 99% - Very Good ≥ 95% - Satisfactory ≥ 90% - Marginal < 90% - Unsatisfactory	Daily Updates Review Monthly Progress Report Conduct Random Audit		
Required DASS Routine and Ad Hoc Reports unless available in the Business Intelligence Tool	Timeliness	Delivered within timeframe specified in Work Assignment or Technical Direction Document	≥ 98% - Exceptional ≥ 95% - Very Good ≥ 90% - Satisfactory ≥ 85% - Marginal	Review Monthly Progress Report Customer feedback		

PERFORMANCE AREA	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE
			< 85% - Unsatisfactory	
DASS (EXES and EDM) Reports (i.e., Spreadsheets, database files)	Timeliness	EXES and EDM reports available to all specified recipients within two (2) working days of receipt of acceptable data	≥80% of reports per month within 1 business day and 95% within 2 business days – Exceptional 95% within 2 business days - Very Good 90% within 2 business days and 95% within 3 business days — Satisfactory 80% within 2 business days and 95% within 5 business days — Marginal <80% within 2 business days - Unsatisfactory	Review Monthly Progress Report Conduct Random Audit

PERFORMANCE AREA	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	PERFORMANCE REQUIREMENT	METHOD OF SURVEILLANCE
First Submission CCS Reports (Regional and Laboratory)	Timeliness	First Submission CCS reports available to all specified recipients within five (5) working days of the data receipt date (DRD) as described in 3.1.6 Total CCS Processing Turnaround Time	≥80% of reports per month within 4 business days and 100% within 2 business days – Exceptional ≥70% within 4 business days and 95% within 5 business days - Very Good 90% within 5 business days and 100% within 6 business days – Satisfactory 80% within 5 business days and 95% within 7 business days – Marginal <80% within 5 business days and 95% within 7 business days – Unsatisfactory	Review Monthly Progress Report Conduct Random Audit
Production/Distribution of SMO OPS Reports (routine, guidance, cost recovery and ad hoc) unless available in the Business Intelligence Tool	Timeliness	Task Area III – SMO Operations of Delivery of reports on-time (delivery schedule specified in work assignment or technical direction document)	(SMO OPS) ≥ 99% - Exceptional ≥ 95% - Very Good ≥ 90% - Satisfactory ≥ 80% - Marginal < 80% - Unsatisfactory	Review Monthly Progress Report

TABLE 2 SMO Contract Historical Vital Statistics (Option Period 1: 6/20/2008 – 6/19/2011)

Activities	Option Period One Total
Sites Scheduled	1,016 (total)
	1,012 (RAS)
	43 (NRAS)
Projects (Cases) Scheduled	3,530 (total)
	3,468 (RAS)
	97 (NRAS)
Analyses Scheduled	585,490 (total)
,	582,192 (RAS)
	3,298 (NRAS)
Modified Analysis Solicitations Prepared and Processed	988 (total)
, i	906 (RAS)
	82 (NRAS)
Sample Shipments Tracked	9,188 (total)
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	9,022 (RAS)
	166 (NRAS)
Sample Records Received and Processed	358,389 (total)
gample records received and recessed	355,559 (RAS)
	2,830 (NRAS)
Sample Records Received/Uploaded from FORMS II	171,466
Lite Data Extracts	171,100
Customer Service Inquiry Responses	25,390
CLP Laboratory Self-Inspection Submission Reports	58,560
Processed	30,300
Electronic Data Deliverables Processed	28,450
Hardcopy Packages Processed	22,343
Routine CLP Sample Analysis Data Assessments	494,557
Performed	1 70 0
Modified Analyses Performed for Contract Compliance	508
and Data Review	
Electronic Contract Compliance Screening Reports	44,686
Generated	1.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Regional Data Assessment Reports Generated	222,936
Contract Waivers Processed	750
Invoices Calculated for Payment	19,449
Contract Actions Received/Processed	1,399 (total)
Contract Actions Received/110ccssed	1,301 (RAS)
	98 (NRAS)
Cartons of CLP Data Prepared According to FRC	3,263
Specifications, Shipped to the FRC for Permanent	5,200
Storage or Retrieved and/or Returned to the FRC or	
SMO Warehouse in Response to Data Requests	
Program Management Routine Reports Prepared	1,907
Technical Directives Responded To	381
reclinical Directives Responded 10	301

# TABLE 3 CLPSS OVERVIEW CLPSS System Description

CLPSS provides centralized, automated support of processes inherent in the collection, analysis, evaluation, reporting, and payment of samples and analytical chemistry services under the United States Environmental Protection Agency (USEPA) Contract Laboratory Program (CLP). CLPSS maintains database and tracking systems to track performance of analytical methods, provides data for Superfund Cost Recovery, monitors laboratory performance, and maintains laboratory contract and invoicing information. CLPSS is also used to assess and distribute electronic analytical data for use in Regional programs and Analytical Service Branch (ASB) research studies.

CLPSS features the following functionality:

- Web-based System users gain access to CLPSS by entering an Internet address into the browser on their desktop computer. This allows users to access the Analytical Service Request (ASR) component of CLPSS from any location with internet access.
- Service Oriented Architecture (SOA) users request access to CLPSS functions and components based on the activities they will perform. This provides users with access to functions they need, but no more than they need. User access must be approved by the CLPSS user administrator, and is linked to a Username and Password
- Ease of Use CLPSS provides features that increase usability. Many CLPSS tasks support searches based on multiple criteria, allowing the user to easily find and access data.
- Real-time access to data CLPSS provides real-time access to analytical Case information.
- Online Help CLPSS provides an Online Help feature to provide assistance to the user.

The user accesses CLPSS tasks through the Sample Management Office (SMO) Portal. The SMO Portal allows users to log in one time and access multiple CLPSS tasks without having to re-login. The SMO Portal provides a single sign-on point for CLP users (Regions, Laboratories, Samplers, and SMO personnel) to access a variety of SMO content, services, and applications relevant to each specific user.

Users will access different functions of CLPSS, depending upon the type of tasks that they need to perform. Some activities, such as scheduling, are limited to SMO personnel. Laboratory personnel may view laboratory assignments only for their own laboratory.

The following table lists many of the CLPSS tasks that the user may select. [Tasks marked with an X are only available to users selecting the Analytical Services Branch (ASB) or SMO organizations] CLPSS Tasks

Task	System	ASB/SMO Only
View Lab Assignment	ASR	
View/Create/Edit Requests	ASR	
Schedule Requests	ASR	X
Review Data Assessment	EDM	
Submit Chain of Custody	ESDS	
Resolve Problems/ Send Reports	EXES	X
Access All EXES tasks	EXES	X
Generate EXES Reports	EXES	X
Submit and Inspect Data	EXES	
Track & Shelve Data Packages	EXES	X
Process Failed SDGs/ Track Data	EXES	X
View Defects/ Review Deliverables	EXES	X
Check Out / Send NFG Reports	EXES	X

Task	System	ASB/SMO Only
QC Data / Generate Final Deliverables	EXES	X
Review Data / View Defects	EXES	X
Research Modified Analyses	MADB	
Manage CLPSS Data	Portal	X
Manage Portal Data	Portal	X
Manage Users	Portal	X
Review Regional Data Restrictions	Regional Data Access	
Track CLP Data Status	STS	
Track/manage analysis, cost, and payment	TIP	X
Track, request, and retrieve analytical data and associated paper records	WITS	X
Traffic Report Data	TR Data Entry	X
Create/Submit Invoices	WIS	
Manage Contract Data	TIP	X

The following applications are accessed using the SMO Portal:

Analytical Services Request (ASR) - allows the Regions to electronically post their request for analytical services to SMO via the Internet. ASR was designed to assist the SMO Contractor and Regional Sample Control Coordinators (RSCCs) by reducing the volume of paperwork involved in tracking Cases, providing real-time access to Case information, reducing clerical tasks involved in notifying laboratories of scheduling assignments, and reducing the data entry required by other SMO systems. ASR provides the capability to:

- Enter partial requests and save for completion at a later time.
- Rollover definitions provided for all fields and instructional text provided.
- Sort all columns in all tables.
- Auto complete entry into text boxes.
- Enter new values such as: analyses, matrices, substances, and turnaround times.
- Track request status.

**Traffic Report (TR) Data Entry System -** used by the laboratories, or SMO, to identify and associate specific CLP samples to form a Sample Delivery Group (SDG).

Warehouse Inventory Tracking System (WITS) -tracks the physical location of CLP RAS and Special Analytical Services (SAS) hard copy data received from the CLP laboratories. WITS facilitate the preparation and transfer of CLP records generated by laboratories and the SMO to the Federal Records Center (FRC). WITS include site-specific Case and SDG information, as well as the required fields to track boxes stored at the FRC. The system ensures the timely and accurate retrieval of records and tracks the pull history for each data submission. WITS is connected to ASR to retrieve site-specific information for its reports. It operates on the SMO Contractor LAN and is a Microsoft Access database system.

**Web-based Invoicing System (WIS)** - used to allow CLP laboratories to use an interactive web-based application to formulate and submit analytical service invoices to the Contract Payment System (CPS). WIS operates on the servers at RTP.

**Sample Tracking and Invoice Payment (TIP) -** is used by SMO staff to review invoices submitted by CLP laboratories for the performance of analytical services. Invoice information is validated, and if necessary, adjusted, and passed on to the EPA for laboratory payment. Information for TIP is passed between the CPS system at RTP using HTTPS.

Manage Contracts (TIP) - is used by SMO staff to enter CLP laboratory contract information into CLPSS,

where it is used by other CLPSS tasks.

**CLPSS Data Admin** - allows the CLPSS Data Administrator users to review, edit, and add data to the shared components of the CLPSS environment.

Electronic Data Exchange & Evaluation System (EXES) - provides an automated Electronic Data Deliverables (EDDs) review/evaluation tool for use by analytical data generators and users. Users can determine the completeness and compliance of their EDD based on the required analytical method as well as all contractual requirements. EXES allow users to perform Contract Compliance Screening (CCS) Self-Inspection of their deliverables prior to delivery as well as official submission of EDDs to the USEPA and SMO contractor. Upon official submittal of the EDD, EXES will perform an automated data validation review of the analytical data based upon the National Functional Guidelines, or customer modifications of the guidelines. EXES also performs the contractual CCS review of the EDD and allows for entry of CCS defects associated with the hard copy data to be entered into the system. This data is then published in the EXES Data Manager (EDM).

**EXES Data Manager (EDM)** - allows users to view data submitted via the Electronic Data Exchange & Evaluation System (EXES) by CLP laboratories. EXES EDM provides the capability to:

- Perform advanced searches.
- View and download EXES-generated products including multiple data validation and CCS reports, spreadsheets and data summary sheets.
- Assign users access to functions based on their assigned role and responsibilities.
- Edit and qualify data.
- Control data versions.
- Monitor an audit trail of all changes.
- Perform deliverable regeneration.
- Access pdf files of SDG data packages.

Modified Analysis Database (MADB) - used by Regions to search for and view detailed information about previously performed MAs. A new MA request may be constructed from existing MA specifications, or previous specifications may be used in their entirety, depending on the needs of the Region.

Sample Delivery Group (SDG) Tracking System (STS) - is used by laboratory, Regional, Analytical Services Branch (ASB), and Sample Management Office (SMO) personnel to track the progress of Contract Laboratory Program (CLP) analytical data. It provides an overview of SDG information, sample-level information, and comments by laboratories and USEPA, allowing users to determine late data or data not received by SMO.

**Electronic Sample Documentation System (ESDS)** - is a web-based tool that allows the Sample Management Office (SMO) to electronically receive sample documentation information, in specified formats, from Scribe, or other software. Field samplers use ESDS to transmit the eXtensible Markup Language (XML) files generated Scribe, or other software, to SMO. SMO processes the data from these XML files and provides shipping information to Contract Laboratory Program (CLP) laboratories.

#### Hardware

The infrastructure for CLPSS resides at the SMO facility. The SMO contractor is completely responsible for providing a fully functional hardware infrastructure for the CLPSS environment. The proposer should have the capacity to meet the needs of the current CLPSS architecture, as well as data accessibility and storage.

# Software

The CLPSS applications are developed in the Java language, and are therefore deployed in a Java Virtual Machine (JVM). Java Version 6 is used for both the development and deployment environments. Although the application is deployed on a Windows server, and users typically use the application with Internet

Explorer, the application can be hosted on any operating system with a standard Java Virtual Machine and the application can be accessed by the users in web browsers other than IE (Firefox, Safari, etc).

Apache Wicket is used as the web framework for the functions of CLPSS. Wicket is a component-based framework (similar to Google Web Toolkit) that leverages the Java expertise of our development staff. Its architecture facilitates greater software reuse, which results in faster and easier maintenance and extensibility. Apache ActiveMQ is used as the message broker for CLPSS. ActiveMQ is an open source and enterprise integration patterns server. It supports Java, JMS, and J2EE, and is easily embedded in Spring applications. Oracle 11g is used as the database, and Hibernate is used in the Java code to create Object Relational Mapping (ORM) to map Java classes to Oracle database tables. Spring is used to simplify the connection of the appropriate pieces at runtime.

In addition, the SMO Portal utilizes Spring Security, an industry-standard customizable authentication and access-control framework with Central Authentication Service (CAS), which provides single sign on user authentication. It also uses Apache Velocity software to generate Hypertext Markup Language (HTML) tags from the Java code. The ASR uses JasperReports to produce Portable Document Format (PDF) format reports for the user. EXES uses Apache Struts, a free, open-source framework for creating Java web applications. It also uses JasperReports to produce reports for the user. MADB uses Apache Struts, a free, open-source framework for creating Java web applications.

CLPSS applications and functions reside as Web-based client server applications that use Hypertext Markup Language (HTML), Java, JavaServer Pages (JSP), and JasperReports for PDF generation, Oracle back-end databases and server side Procedural Language/Structured Query Language (PL/SQL) scripting and data import features using eXtensible Markup Language (XML). CLPSS incorporates full Object-Oriented Analysis and Design (OOAD) methodologies using Unified Modeling Language (UML) and developed using Object-Oriented Programming (OOP) language. Apache Wicket is used as the web framework for all CLPSS functions except for EXES and MADB.

#### Data

The CLPSS environment data size, approximate number and size of transactions have been averaged over a period of first three months of 2012 (except database size). The database size of the CLPSS data is 316GB as of March 2012. The approximate number of transactions is 9,600 transactions per month with an average of 11GB of data monthly. The transactions include but are not limited to EXES self inspection and submitto-SMO EDD submission, processing, chemists reviews of EDD data and editing history of reports in EDM, new and updated scheduling requests in ASR. Our CLPSS helpdesk manages roughly 15 communications a week. The following is a breakdown of the types of calls for the month of March 2012.

#### 56 CLPSS Help Desk Communications:

- 6 regarding Duplicate Accounts
- 13 regarding Inactivated Accounts
- 25 regarding Locked Accounts
- 2 regarding Portal Issues due to the ISM01.3 period of performance expiring
- 4 regarding a User Question
- 6 regarding User/Task Approval

Exhibit 1-A: Scheduling, Tracking, Invoicing and Reporting (STIR)
Performance Standards
Superfund Sample Management Office (SMO) Support

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Task I – Scheduling, Tracking, Invoicing and Reporting (STIR)

#### 1. SCOPE

The Sample Management Office (SMO) contractor shall schedule, track, provide invoice processing services, and report the flow of samples to the contract laboratories participating in the Contract Laboratory Program (CLP) and other Agency programs. This activity involves thousands of samples per month that must be scheduled on a daily basis under varying analytical services programs. The contractor shall schedule samples according to the EPA-approved performance-based scheduling and invoice processing and calculation standard operating procedures (SOPs). Factors to be considered with each case placement include laboratory capacity, data turnaround time, status of a laboratory's performance profile, type of contract, and miscellaneous problem scenarios. Due to uncertainties such as weather, access to the site and necessary programmatic changes, STIR undergoes continuous changes resulting from scheduling to meet frequent and last minute alterations, automating tasks previously performed manually, and accommodating changes in procedures as directed by EPA (e.g., the performance-based scheduling algorithm, SOP revision, updating automated and manual systems, development and use of new electronic tools, etc.), including information requirements to support new programmatic initiatives (e.g., new laboratory contract requirements, expansion of the non-routine analytical program and non-CLP buy-ins).

The SMO contractor shall be the central focal point in the administrative and logistical chain that connects geographically dispersed Regional clients to the CLP laboratories. The multiple users of this service operate in all 50 states and six territories, with ordering administered through the ten EPA Regional Offices. Each Region is represented by an EPA Regional Sample Control Coordinator (RSCC) who is the authorized requestor for the Region.

The SMO contractor shall also perform nonjudgmental duties, such as checking mathematics and reviewing invoices for administrative accuracy. The contractor shall use unambiguous criteria provided by the Agency for calculating payment.

The SMO contractor shall review all invoices submitted by laboratories in order to provide information to the Analytical Services Branch (ASB) and/or designated Regional personnel. The contractor performs an administrative checking function to verify that data for the invoiced samples have been delivered, that the price invoiced matches the unit price in the laboratory contract, and that all payment related actions (such as EPA rejected/reduced value decisions, EPA waiver and extension request decisions, incentives, and contract compliance status) have been accounted for in the payment calculation. The SMO contractor shall reconcile and document any discrepancies with the laboratories; calculate adjustments due to sanctions or incentives; and document and forward invoices to EPA for ASB or designated Regional personnel review and verification leading to EPA approval and payment.

1.1 <u>DESCRIPTION</u>: The STIR is an aspect of the Government's scheduling, tracking, invoicing (including cost processing and calculating), and reporting of analytical samples under the Contract Laboratory Program (CLP). The SMO contractor shall schedule sample analyses with laboratories according to EPA-approved performance-based scheduling (PS) and invoice processing and calculation Standard Operating Procedures (SOPs); Regional location; laboratory capacity as defined by the laboratory contract(s); current eligibility status, such as existence of contract sanctions; and the laboratory ability to analyze requested parameters. SMO shall also schedule using an allocation system acceptable to the Analytical Services Branch (ASB) as necessary when total sample requests exceed available

SMO shall develop projections of monthly demand for laboratory analytical services. As necessary, SMO will help ASB prepare monthly allocation by Region, convey the allocation to the Region, and make adjustments. SMO shall provide logistical information (e.g., sample number, air bill no.) and track relevant paperwork, records and/or sample collection documentation, shipping documents, (e.g., chain-of-custody records, sample tags/labeling, traffic reports, overnight air-bill records, etc.). "Paperwork" may also include documentation in electronic format (e.g. Scribe) and any future revisions or changes in Agency; and/or, program specified documentation/records management requirements. SMO shall maintain open lines of communication with contractor laboratory, USEPA Headquarters, Office of Acquisition Management, Regional and other ASB clients and record and distribute copies of all communications with the laboratories to both the appropriate Agency officials and the affected laboratory. SMO shall review all invoices submitted by contractor laboratories. This service is to aid ASB/Invoice Approval Official(s) in determining that all sample analyses are performed as billed, that the analysis prices billed agree with rates contained in the laboratories' contracts and that appropriate sites are charged for the analytical event. SMO shall reconcile and document any discrepancies with laboratories; calculate adjustments due to liquidated damages or incentives; and document and forward invoices to the EPA for CLP PO/Regional Invoice Approval Official(s) review and clarification for approval and payment. In addition, SMO researches, calculates and records costs by site and forwards a proposed cost per site to CLP POs/Regional Invoice Approval Official(s) through use of attachments to invoices as supporting documentation for EPA review and approval.

#### 2. REFERENCE DOCUMENTS

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#### 3. REQUIREMENTS AND SPECIFICATIONS

The SMO contractor shall design and develop procedures, protocols and systems to schedule, track, provide invoice support (i.e., processes and calculations), and report the processing of analytical samples in the CLP that meet the following requirements and specifications:

- 3.1 Provide customer service support to Headquarters, Regional, and other clients for all aspects associated with scheduling (e.g., daily rolling, weekly), tracking, invoicing, and reporting of samples from project inception through analysis. Support includes providing input to clients on process improvements and innovative techniques for delivering analytical services that include Information Technology (IT) solutions (e.g., EASY). This support also includes responding to changes in the services provided by ASB to the Regions and other ASB customers.
- 3.2 Receive, review and document requirements contained within CLP and other analytical services laboratory contracts regarding period of performance, contract services, contract ceilings, contract compliance requirements, and laboratory prices.
- 3.3 Identify discrepancies and report to appropriate EPA staff for clarification or correction.
- 3.4 Input appropriate laboratory contract information into systems to allow for processing of sample scheduling, contract compliance, and invoice processing activities.
- 3.5 Maintain, operate, develop, update and enhance all automated and manual systems, to include those associated with modified requirements and the incorporation of new analytical services; documenting the

request, shipment and all associated issues with sample requests, tracking and receiving sample associated documentation, dissemination of information and responding to routine and ad hoc information requests; development, modification, incorporation and testing of invoice processing tools to calculate invoice payment for new analytical services; and invoice processing and calculation, such as Tracking and Invoice Payment (TIP), Electronic Approval System (EASY), Web Invoicing System (WIS), etc. Provide support to the EPA and other customers (as directed) on implementing these systems (in part or whole).

- 3.6 Inform and orient clients to new services provided by Headquarters associated with scheduling, processing, and the analysis of samples.
- 3.7 Provide scientific, technical, analytical, and administrative support for programmatic projects and initiatives, including field activities that may affect analytical services or sample integrity.
- 3.8 Provide database evaluation for data management, data evaluation, and data reporting.
- 3.9 Develop sample scheduling projections based on historical data and prior Regional use and incorporate data supplied by ASB on projected large cases.
- 3.10 Provide input to EPA Headquarters customers regarding supply and demand based on Regional needs and sample scheduling projections.
- 3.11 Review and document laboratory performance associated with contract compliance issues, timeliness of data receipt and other program specific issues to enable EPA to determine performance based on a scheduling algorithm.
- 3.12 Receive site specific orders from Regional customers and other clients on a daily basis and document information associated with site, purpose of the sampling, anticipated sample shipping dates, field sampler, and analytical services required.
- 3.13 Compare client demand versus ASB analytical services supply and apply performance based scheduling criteria to determine the appropriate laboratories to receive samples. This also includes contract period of performance, monitoring receipt of funding and contract modifications which affect a laboratory's ability to receive samples.
- 3.14 Provide laboratories information regarding client requests and inform laboratories of anticipated dates of sample receipt, contract assignment, per sample price, analytical turnaround and any other special needs of the client.
- 3.15 Monitor status of sample shipments and resolve issues associated with discrepancies in paperwork, coordination of shipment, and other administrative and technical sample-specific issues. Inform other internal SMO groups of issues affecting, including but not limited to data receipt, data assessment and invoice processing.
- 3.16 Support ASB with the preparation of modified analysis documents, support the Contracting Officer with the solicitation and laboratory selection activities and schedule and track modified analysis and non-routine samples. Input appropriate laboratory contract information into systems to allow for processing of sample scheduling, contract compliance, and invoice processing activities for all scheduled analyses.

Track the funding associated with modified analyses and provide laboratory performance reports associated with modified analyses.

- 3.17 Track and receive sample-associated documentation provided to the laboratory at time of sample shipment which includes sample number, project number, requested analyses and laboratory receipt date. Verify information associated with laboratory creation of SDG and validate information against SMO tracking systems and document and reconcile any discrepancies.
- 3.18 Input information into appropriate tracking systems on a sample number, SDG level basis (including traffic report and SDG summary data) to enable processing of automated data assessment, invoice processing, and cost recovery activities.
- 3.19 Contact laboratories regarding status of deliverables and document reasons associated with any late delivery of analytical data. Inform appropriate EPA staff as necessary.
- 3.20 Provide information to clients regarding status of samples at laboratories prior to data delivery, laboratory funding, client demand, ASB analytical services supply, laboratory contract issues and other ad hoc input as required.
- 3.21 Provide other program specific and ad hoc information as routinely requested by client or as directed by technical direction document.
- 3.22 Coordinate, interface, prioritize, assess, track, and process invoice information from start-date to payment calculation in meeting the Financial Management Center requirements and procedures under the Prompt Payment Act.
- 3.23 Provide financial and bookkeeping support to Headquarters, Regional, and other clients for all aspects associated with the processing, calculation and payment of laboratory invoices. Support includes providing input to clients on process improvements and innovative techniques for accelerating the payment of laboratory invoices which include IT solutions. This also includes responding to changes in the services provided by ASB to the Regions and calculation of payment based on the prices bid for modified analyses.
- 3.24 Evaluate requirements contained within analytical services laboratory contracts regarding laboratory prices, incentives, prompt payment and instructions for invoicing, etc.
- 3.25 Identify discrepancies in contract documents and report to appropriate EPA staff for clarification or correction.
- 3.26 Verify laboratory invoices received against what was ordered to ensure that the invoices provided for payment are sufficient to allow further processing. Reconcile and document any discrepancies.
- 3.27 Calculate laboratory payment based on contract requirements (e.g. incentives, disincentives) and other specified EPA requirements. Transmit results of calculation to appropriate EPA invoice payment officials.

- 3.28 Monitor status of laboratory invoices and resolve issues associated with client questions and laboratory inquiries. Inform other internal SMO groups and EPA staff of issues affecting laboratory funding and impact on customer.
- 3.29 Process client requests for reduced value and rejection of data and provide background information regarding laboratory waiver requests. This includes collecting information from other internal SMO groups and providing compiled information to appropriate EPA staff for a final decision.
- 3.30 Provide other bookkeeping and financial services associated with the appropriate allocation of costs to sites and laboratory contract closeouts.

#### 4. RECORD OF COMMUNICATION (ROC)

The SMO contractor shall communicate with contractor laboratories, USEPA Headquarters, Regional and Office of Acquisition Management (OAM) personnel for the purposes of timely and accurate processing of scheduling requests, invoice submissions and resubmissions and report requests. The SMO contractor shall track and document all of the various types of communication and correspondence between Program, Region and/or external clients, such as OAM, commercial environmental testing laboratories, sampling contractors and other governmental agencies. Within three working days of contact with the client, the SMO contractor shall distribute a copy (electronically, faxed, or through the mail) of the ROC to the client. The SMO contractor shall maintain and update the ROC system and website.

#### 5. REPORTS AND DELIVERABLES (See Table 1)

NOTICE: ALL REPORTS ARE SUBJECT TO CHANGE BY THE EPA STIR WAM - EITHER BY STREAMLINING, ELIMINATION AND/OR GENERATION OF NEW REPORTS

Table 1

Report	Description	Frequency	Recipients
Performance Scheduling Report	A report used to determine laboratory performance and scheduling priority.	Monthly	CLP Laboratory CO, STIR WACOR and Alternate
Notification of Performance Scheduling Algorithm (PSA) Scores	A report which notifies the laboratory of their PSA Score(s) for each program in which they have an active contract.	Monthly (within 7 days of receipt of approval from EPA)	CLP Laboratories, CLP Laboratory CO
Weekly Summary of Scheduling Activities Report	A report which provides weekly contract, program and laboratory status.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Quarterly Blind (QB)/Performance Evaluation (PE) Scheduling Information	An email sent to the QATS Manger that provides the laboratory assignment for the QB/PE samples	As Requested	QATS Manager, QATS
Regional Allocation Report	A report which provides detailed and summary information on the amount of their allocation each Region has used for the FY.	Monthly	STIR WACOR, Regional Allocation Coordinator
ER/Removal Spending Report	A report that details the analytical costs associated with ER/Removal spending by Region and site.	ER/Removal Monthly	
GLNPO Status Report	A report that details the GLNPO funds available for scheduling and deobligation.	funds available for scheduling and  Quarterly	
Annual Allocation Report	A report that allocates all payments made by EPA to SMO for non-site-specific activities.	Annually	EPA Office of Financial Management

Report	Description	Frequency	Recipients
Limited Contract Funding Notification Email	An email sent to the STIR WACOR/Alternate and ASB Program Managers when lack of funding prevents SMO from scheduling with a laboratory in accordance with performance based scheduling requirements.	As necessary	STIR WACOR and Alternate, ASB Program Managers
CLP Laboratory Funds Availability Report	A bi-weekly report that is sent to EPA listing all of the funding available on the active delivery orders.	Bi-weekly	ASB Branch Chief, ASB Program Managers, SMO Contract-level COR, SMO CO, STIR WACOR and Alternate, CLP Laboratory CO
Sampler Problems & Errors Report	A report that details the sample issues reported by the CLP laboratories. The report also provides Region-specific information on CLP Activities, summaries of the activities performed by the sampling organizations and additional information on the Modified Analyses requested by each Region and the large sites that were sampled during the reporting period.	As requested	STIR WACOR
Contract Activity Report	A report which provides dollar values for individual Cases during each phase of the SMO process. It includes only currently available Task Orders and Task Orders that have expired within the past 60 days.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Late Data Notification Memos	A memorandum that lists all late and undelivered SDGs for laboratories that meet a prescribed late data threshold. It is updated weekly until all late data are delivered.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Laboratory Sample Delivery Group (SDG) and Preliminary Sample Backlog Status Report	A report used by the CLP POs to determine the SDG status at their laboratories.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Regional SDG Backlog Status Report and Preliminary Sample Backlog Status Report, Regional	A report used by the RSCCs to determine the SDG status of their samples at the CLP laboratories.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool

Report	Description	Frequency	Recipients
Abbreviated Backlog Status of Late Data Only			
Laboratory Sample Backlog Status Report, Preliminary Sample Backlog Status Report, and Laboratory Abbreviated Backlog Status of Late Data Only	A report used by the laboratories to determine the SDG status of late data.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Regional Samples By SDG Report	A report which notifies the RSCCs of the SDG receipt dates.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Invoice Certification Report	A report that lists all samples under an SDG that are being calculated for payment.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Reconciliation Report (with credit memo, if applicable)	A report that lists all unbilled samples on an SDG, the value previously calculated for payment and the difference between the two.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Data Acceptance and Invoice Tracking Report	A report that is designed to assist the Regions in tracking data acceptance and CLP laboratory invoice approval packages. It includes all SDGs that have been accepted but have not been calculated by SMO and SDGs pending acceptance dates.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Data Rejection/Reduced Value Data Package (SDG Value Report, Estimated Value	A calculation report designed to assist the CO in confirming calculated reduced value amounts when preparing laboratory negotiations.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool

Report	Description	Frequency	Recipients
Report, Reduced Value/Rejection Recommendation Form)			
Estimated Value Report	SDG information listing the sample numbers, case number, contract delivery order number, SDG number, fractions billable, sample value, sample/fraction disposition, SDG value before and after liquidated damages.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Regional Rejection/Reduced Value Recommendation Form	Includes the lab, case number, SDG number, site name, number of samples, contract number, contract delivery order number, form request date, end of acceptance period (data acceptance date) and CCS mail dat. It also includes a section for the CLP PO to specify the desired action to be taken by entering a check mark to all that apply and another section to indicate the specific sample/fraction to be rejected or reduced. This form also includes a section for the name, signature and signature date of the completing CLP PO.	As necessary	CLP PO
Contract Closeout Status Report	A report that lists all expired contracts and their closeout status (including contract number, expiration date, closeout processor, action, closeout date and deobligation amount). It also includes a list of active contracts as they are reviewed in preparation for contract closeout.	Quarterly	CLP Laboratory CO, SMO Contract-level COR, STIR WACOR
Closeout Report - Samples/Reconcilia tions Not Yet Invoiced	A report that lists all unbilled samples under one particular contract. Information on unbilled SDGs includes the SDG number, case number, sample numbers, data due date, data receipt date and sample price.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Closeout Package (Closeout Letter, SDG Invoice Report)	A memorandum that indicates that all the invoices have been calculated for payment and that all work on a closeout of a contract has been performed. Information in the memorandum includes the numbers of samples in the contract and the number of dollars paid.	Within 3 months of contract expiration or 14 days of receipt of necessary documentation, whichever is later	CLP Laboratories, CLP PO's (Letter Only)
Closeout Package (Closeout Letter, SDG Invoice	A report that provides invoicing information on each SDG calculated for payment on a contract. Information includes SDG numbers, invoice numbers, invoice amounts, SDG values and the date to the Region.	Within 3 months of contract expiration or 14 days of	CLP Laboratory CO

Report	Description	Frequency	Recipients
Report, Financial Management Center Contract Invoice Inventory Report)		receipt of necessary documentation, whichever is later	
CLP Regional Utilization Report	A report that provides a summary of Regional Use by program for the cumulative Fiscal Year.	User access via CLPSS/SMO Portal	Available via the Business Intelligence (BI) tool
Scribe Activity Report	A monthly report that details by Region the percentage of cases, shipments and samples documented using Scribe.	Monthly	ASB Staff Coordinating Scribe Activities
Scribe Help Desk Report	A monthly report that details the issue, resolution and status of the help desk calls received during the reporting period.	Monthly	ASB Staff Coordinating Scribe Activities
Record of Communication	Details SMO communications with Regions and/or Laboratories, including date, time, contact name, organization, Case/SDG/reason for contact, summary of communication including any issues and resolutions.	After each Regional or laboratory communication	EPA Regions and Laboratories Delivered electronically

Exhibit 1-B: Data Assessment Support Services (DASS)
Performance Standards
Superfund Sample Management Office (SMO) Support

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#### 1. SCOPE

The Sample Management Office (SMO) contractor shall process, for the purposes of Contract Compliance Screening (CCS), data assessment, invoice calculation, performance algorithms, etc., data packages from commercial environmental testing laboratories. Specifically, SMO shall 1) receive and track the progress of deliverables (analytical data deliverables/packages) through all parts of the CCS and Data Assessment Tool (DAT) system, 2) generate reports and communicate with the commercial environmental testing laboratories and Regions summarizing the full compliance status of deliverables and resubmissions, using summary sheets and approved defect statements and 3) report laboratory compliance status and trends across time, laboratories, regions and CCS criteria. In addition, the SMO contractor shall conform to CCS and DAT processing consistency and turnaround requirements established by the USEPA (Agency).

#### 1.1 DESCRIPTION:

CCS is one aspect of the Government's contractual right of inspection of analytical data. The SMO contractor will develop and operate a CCS process to examine the laboratory contractor's adherence to the analytical Statement of Work (SOW) and contract requirements. The SMO contractor will base the CCS examination on the electronic data deliverable and the hardcopy sample data package delivered to the Agency. To assure a uniform review, the SMO contractor will use a set of Agency approved, standardized criteria and procedures (below) that have been developed by the Agency to evaluate the sample data deliverables submitted by the laboratory contractors against the technical and completeness requirements of the analytical SOW's.

The SMO contractor will be required to deliver reports in formats established by the Agency to laboratory contractors and other Agency designated data recipients (e.g., Regional customers). The laboratory contractor has a period of time to correct identified deficiencies in either electronic or hardcopy data package deliverable. The SMO contractor will be required to re-evaluate all resubmitted data deliverables. The SMO contractor will be required to track all data submissions and resubmissions for the purpose of operating the CCS process. The Agency will use CCS data assessment results in conjunction with other Agency program information (scheduling, invoicing, etc.) to measure overall laboratory contractor performance.

CCS results are also used to resolve discrepancies, monitor performance, and determine technical data trends. The SMO contractor will generate CCS trend reports which summarize CCS data assessment results over a given period of time for the internal (within SMO contractor) operations and external (Agency and laboratories) operation of the CCS process. The SMO contractor will also generate additional types of reports in support of the CCS process, a limited, but not an inclusive list of example reports is attached.

In summary, the ASB's CCS is to check, assess and ensure that the required Superfund data elements are present and correct in all analytical data packages and electronic deliverables submitted by laboratories. To accomplish this, the SMO contractor will operate a multi-phased process which includes, but is not limited to the following: 1) Initial Assessment Checks, 2) Technical Assessment Checks and 3) Hard Copy Verification Checks. Current specific checking criteria are incorporated as attachments.

#### 1.2 CCS Technical and Administrative Support

The SMO contractor shall provide CCS data assessment processing support in the following general areas, other specific CCS processing information is supplied in Section 3 of this attachment:

# 1.2.1 Technical Support

- Review and evaluate for data assessment processing (CCS/inspection/verification/validation/etc., as specified), electronic and/or hardcopy data deliverables for all analytical services.
- Review for DAT/CCS processing new Agency developed laboratory SOWs and the associated electronic and hardcopy data deliverables.
- Technically and administratively review existing, new and modified routine and non-routine laboratory SOWs for accuracy. Provide technical support in the areas of method development, method assessment, preparation and review of functional guideline criteria for data review, and review of software compliance with the laboratory SOW and guidelines for data review.
  - 4. Provide technical support, development and assessment of sample collection and field activities to support analytical services and processes for efficient processing and use of field and analytical data, including guidance documents and automated systems.
- Perform routine operational review under the core SMO work assignments to modify operational processes and systems to accommodate new analytical services.
- Evaluate all original and resubmitted electronic and hardcopy data deliverables submitted to the USEPA based upon ASB approval criteria.
- Maintain, update, develop and enhance all systems for the purpose of reviewing the electronic and hardcopy data deliverables.
- Maintain, update, develop and enhance all systems for the purpose of reporting and delivering DAT/CCS results.
- Actively maintain and update electronic data repository of all laboratory electronic data deliverables, DAT deliverables and associated traffic report information.
- Prepare and update textual defect messages for existing, new and modified laboratory SOWs.
- Complete all Agency general ad hoc tasks for the purpose of maintaining, enhancing, developing and updating the DAT/CCS process and systems.
- Prepare CCS data assessment processing management performance reports based on SMO QA/QC activities.
- Provide data assessment/verification/validation support to Regions.
- Use automated data review and assessment/validation programs to provide EPA Regions with reports and electronic files for use as tools in their data review and validation processes and to facilitate the importation of the analytical data into Regional databases and programs.
- Prepare stand alone and/or web-based versions of DAT/CCS review software for the purpose of laboratory self inspection or utilization by other entities for automated data review.
- Prepare Agency ad hoc reports based on CCS data assessment activities, QC activities, review of
  data received by SMO for processing and qualitative, statistical or quantitative evaluations of
  current and archived laboratory data (electronic or hardcopy).

• Testing of data validation and review software, evaluation of databases, etc. (both government and commercial), for possible utilization by the Agency.

#### 1.2.2 Administrative Support

- Receive and document the receipt of the electronic and hardcopy data deliverables from contractor laboratories.
  - Log in first submission, reconciliation and additional data submissions received by SMO from the laboratory community.
  - Track the flow of electronic and hardcopy data deliverables through the DAT/CCS process.
  - File electronic DAT/CCS reports in EDM and provide export to Agency electronic records system.
  - Box and file any non-electronic data records that have been evaluated in accordance with Federal Records Center (FRC) requirements.
  - Sort, separate, and provide access to the DAT/CCS reports on a laboratory and Regional basis.
  - Perform daily delivery of CCS screening reports to laboratories and daily notification to the Regions of availability of CCS and DAT data assessment reports.
  - Track rejected electronic data deliverables and resubmissions.
  - Perform CCS and data review on all NRAS data packages and electronic deliverables.
  - Utilize a reduced/rejected data process to suspend payment for NRAS unusable data.
- Maintain open lines of communication with contractor laboratory, USEPA Headquarters, OAM, Regional clients, and other ASB clients.
  - Receive calls from laboratories regarding contract compliance issues and SOW requirements.
  - Provide factual information to the labs for the purpose of resolving data assessment issues.
  - Refer laboratories to the appropriate Agency official for the resolution of any unresolved contractual issues.
  - Assist USEPA CLP Project Officers (CLP PO) with questions regarding the CCS process.
- Track regional rejected hardcopy data deliverables.
  - Receive, track and process all notifications of possible rejected data from Agency personnel.
  - Maintain a tracking system of all USEPA Regional rejected data.
  - Remove the affected raw data from the hardcopy data package, label as rejected data and send the data back to the laboratory.
  - Track and log all information concerning payment reduction status.

- Track CCS Waivers from Agency personnel through the CCS process.
  - -Receive waivers from Agency CLP Project Officers and Contract Officers.
  - Maintain a tracking system of CCS waiver requests and final disposition (i.e., approved or denied).
  - Maintain waivers in the laboratory files.
- Assist in the resolution of laboratory invoicing problems.
- Record and distribute copies of all communications with the laboratories to both the appropriate Agency official and the affected laboratory.
- Collect and provide laboratory performance statistics to the USEPA Analytical Services Branch (ASB).
- Develop, maintain, and update a DAT/CCS Quality Assurance Plan and DAT/CCS Standard Operating Procedure(s) for the purpose of operating contract compliance screening and data assessment.
- Monitor the timeliness and turnaround of SMO internal CCS/DAT processing procedures.
- Monitor DAT/CCS related outgoing deliverables to assure that the correct documents and files are sent/made available to the appropriate destination.
- Process all data with electronic deliverables through a data validation software, store qualified data in SMO databases and provide Regions with results/reports in Region specific electronic format.
- QC all CCS screening summary packages against the sample file before delivering to the Region and laboratory to ensure accuracy and identify, maintain and track all waivers, system errors and reviewer errors.
- Maintain database for routine and non-routine analytical and administrative data.

#### 2. REFERENCE DOCUMENTS

- 2.1 Contract Laboratory Program NFG Validation Textual Defect Statements
- 2.2 Contract Laboratory Program Analytical SOWs Exhibits A through H

#### See CLP Website: http://www.epa.gov/superfund/programs/clp/analytic.htm

2.3. Contract Laboratory Program - Example of Laboratory Contract Requirements

See OAM Website: <a href="http://www.epa.gov/oam/srpod/">http://www.epa.gov/oam/srpod/</a>

# 3. CCS REQUIREMENTS - ANALYTICAL SERVICES STATEMENTS OF WORK

The SMO contractor shall have a Quality Assurance Program in place and operational to ensure that the CCS/DAT process is operated in a timely, efficient and accurate manner. Specific time frames have been established for each phase of the CCS/DAT process and are detailed in the appropriate Sections of this specification.

#### 3.1. CCS General Overview

# 3.1.1 Receiving Data Deliverables

The SMO contractor will be required to receive, track and evaluate electronic and hardcopy data deliverable submissions and resubmissions on a daily basis from the commercial laboratory community. Initial logging and tracking of the data package and any resubmission shall occur within 24 hours of data package receipt at the SMO facility.

#### 3.1.2 Electronic Data Deliverable

The electronic deliverable is that part of the laboratories data deliverables that is submitted to the SMO contractor in a format that complies with the requirements of the Agency in a format specified in the individual laboratory SOWs. As a result, Exhibit H of the analytical SOWs constitute the implementation of the USEPA's format for electronic data transmission based on the analytical results and ancillary information required by the CLP analytical laboratory contracts. All data generated by a single inorganic or organic analysis are grouped together, and the groups are aggregated to produce electronic files that report data from a Sample Delivery Group (SDG). Exhibit H includes detailed specifications for the required format of each electronic file. In addition, the Agency has developed a set of Textual Defect Messages for each deliverable. The Textual Defect Messages list the specific criteria that the electronic and hardcopy data deliverables are checked against. The Textual Defect Statements summarize and paraphrase the laboratory SOW requirements. They quote the appropriate portion of the SOW at the end of the statement. The statements and their laboratory SOW reference are used for identifying defects associated with laboratory deliverables. Therefore, inspection of the electronic data deliverable consist of two parts: an Initial Assessment check to determine if format and the key processing variables are in place and correct, and a Full Assessment check (technical assessment) to determine compliance and completeness with the specified set of technical checks (Textual Defect Messages) from the individual laboratory contract SOWs. Evaluation and review of the electronic and hardcopy data package (Section 3.1.3) and all related QC checks ensure accuracy and completeness of the data deliverables and the CCS process. This CCS evaluation shall be completed within four business days after data package receipt and log-in occurs.

If the laboratory submits an electronic deliverable that does not exactly conform to each requirement of the CCS initial assessment, the SMO contractor shall notify the laboratory of the discrepancy (ies) and request a resubmission. The SMO shall notify the laboratory via email or FAX within 1 business day of the initial submission; the correspondence shall be confirmed with a telephone call within 24 hours of the original submission. If the laboratory fails to submit, within a specified period of time, an electronic deliverable that passes initial assessment, a fully manual data review may be required. For the purpose of CCS, the laboratory data delivery requirements will be specified in the individual laboratory contracts.

- The SMO contractor shall be required to develop and implement a CCS process to inspect the electronic data deliverable based on the requirements of the Agency generated Exhibit H or modifications made to Exhibit H and the associated Textual Defect messages for the ASB analytical SOWs, as appropriate.

#### 3.1.3 Hard copy Data Deliverables

The hard copy data deliverable (both hard copy and pdf) is that part of the CLP data deliverables that consist of the CLP Reporting Forms in Exhibit B of the analytical SOWs, raw data and any ancillary information required by the CLP analytical SOWs. The Agency has developed a set of

standardized hard copy checks and pdf verifications for the data deliverables required by CLP analytical SOWs.

-The SMO contractor shall be required to develop and implement a CCS process to inspect the hard copy data deliverable based on the requirements of the Agency generated set of hard copy checks. The hard copy data package evaluation (and pdf verification) and checks shall be accomplished concurrently with the electronic data deliverable checks and be completed within 4 business days. If hard copy data is replaced or supplemented by electronic files (e.g. PDF), similar checks will be accomplished.

#### 3.1.4 Coordination of electronic and hardcopy Checks

Upon completion of the electronic and hardcopy checks, the SMO contractor shall coordinate the two reports for each SDG into one document. This document (electronic file) is then checked for completeness and accuracy. The coordination and quality control checking of the two reports shall be accomplished within 24 hours from completion of the CCS process for the electronic and hardcopy deliverable.

### 3.1.5 Distribution of the Completed Contract Compliance Screening Report

The SMO shall prepare for electronic distribution to the contractor laboratory, a specific CCS report for each SDG the laboratory has submitted to the Agency. This report shall detail all omissions, discrepancies and noncompliance found during the CCS review process. The preparation and distribution of the final CCS report shall be accomplished within 24 hours after the coordination and quality control checked draft report described in Section 3.1.4 is prepared. Additional copies shall be prepared and distributed at the direction of the Agency.

#### 3.1.6 Total CCS processing Turnaround Time

In summary, the SMO contractor shall process each contractor laboratory data package (i.e., SDG), which includes, data package receipt (electronic and hardcopy deliverable), CCS evaluation, QC checked (quality control procedures to ensure accuracy and completeness) and the prepared CCS report distributed within five working days from receipt of the data package (This requirement is in addition to those specified in Sections 3.1.1 - 3.1.5). If an electronic deliverable fails initial assessment, the 5 business day turnaround time will be calculated from the receipt day of the resubmitted electronic deliverable, or the last day of the laboratory contractual period for resubmission of an electronic deliverable that will pass initial assessment. The total CCS processing turnaround time of 5 days pertains to both semi-automated and fully manual CCS processes for first submission data.

- The Regional data assessment reports and electronic data files (DAT reports) shall be provided to the appropriate recipient(s) within 24 to 48 hours of receipt of an acceptable electronic deliverable (excluding the Regional CCS report which is on the schedule identified above).

#### 3.1.7 Data Packages - Resubmissions

The contractor laboratories have a specified number of days to respond to the CCS reports distributed to them by the SMO contractor. This reconciliation period allows the laboratory contractor to correct and/or respond to the deficiencies listed in the CCS report. Resubmitted electronic data shall replace, for CCS proposes, the original submission for the same SDG, but shall not "over-write" the original submission. All resubmitted data deliverables shall be appropriately designated as a resubmission. The SMO contractor shall receive and process (Sections 3.1 - 3.1.3) resubmissions in response to the CCS report referenced above for each SDG submitted by the laboratories. The SMO contractor shall maintain a database of all electronic data

submitted to the Agency for CCS review and evaluation. The total CCS processing turnaround time for laboratory reconciliation data is 3 business days.

#### 3.1.8 CCS Internal and External Communication

The SMO contractor shall communicate with contractor laboratories, USEPA Headquarters, Regional and Office of Acquisition Management personnel for the purposes of timely and accurate processing of all laboratory data submissions and resubmissions (i.e., operating the CCS process).

## 3.2. Routine Analytical Services (RAS)

The analytical data results related to CCS are received by the SMO contractor from various commercial laboratories. Upon receipt of these deliverables, the data packages are processed according to a set of Standard Operating Procedures (SOPs) developed by the SMO contractor based on the requirements of this specification and approved by the Agency.

The SMO contractor shall be prepared to receive and process for the operation of CCS, data deliverables from ASB Statements of Work which currently include:

Inorganic SOW
 Organic SOW
 Organic SOW
 Ocument # ISM01.3 and revisions)
 Dioxin/Furan SOW
 Chlorinated Biphenyl Congeners SOW
 Ocument # DLM02.2 and revisions)
 (Document # CBC01.2 and revisions)

5) Non-Routine Analytical Services SOW (as provided and/or approved by ASB)

In addition, the SMO contractor shall be required to receive and process for CCS, data deliverables from new ASB SOWs as they are developed by the Agency. The Agency will implement new processes for these SOWs at a rate of no greater than two per calendar year.

# 3.2.1 Inorganic and Organic SOWs - CCS Processing

The following description illustrates the CCS initial, technical assessment and hard copy checks performed for the Inorganic and Organic SOWs. Additional information can be found in the Reference Documents of this specification.

The SMO contractor shall be prepared to receive electronic and hardcopy data deliverables on every working day of the calendar year. The SMO contractor shall, at a minimum, track, record and archive the following information: Hardcopy and electronic data deliverable (including pdf) receipt date, calculate timeliness of the data packages based on the laboratory's verified time of sample receipt, laboratory name, Case Number, SDG Number and other appropriate information necessary to accurately track data package submission for the purpose of operating CCS.

## 3.2.2 Inorganic and Organic SOWs - CCS Review

The SMO contractor shall inspect the electronic data deliverable and hardcopy data packages. Inspection of the electronic data deliverable consists of two parts: an Initial Assessment check to determine whether the electronic data can successfully be processed and a Full Assessment (technical assessment check) to determine compliance and completeness with the analytical contracts. The SMO contractor will evaluate the electronic data deliverable versus SOW requirements by using a set of textual defect statements (see reference documents) developed from the specific SOW of interest. The textual defect statements summarize and paraphrase the SOW requirements. They quote the appropriate portion of the SOW at the end of the statement. The statements and their SOW references are used for identifying defects associated with laboratory deliverables.

#### 3.2.3 Inorganic and Organic SOWs - Initial Assessment

A subset of SOW-specified variables and the electronic data deliverable must be complete and be correct before electronic data will be accepted for full assessment processing to determine completeness and compliance. If the variables and electronic data deliverable are not complete, the laboratory shall be provided a specified period of time to resubmit a compliant electronic deliverable (specified in individual laboratory contracts). The Initial Assessment check shall be performed in accordance to the CCS Initial Assessment Clause in the CLP laboratory contracts. Examples of the key processing variables are as follows:

- a) Laboratory Code, Case Number, Contract Number, Non-Routine Analytical Service (NRAS) Number (where applicable) and Sample Delivery Group (SDG) Number. Each of these variables must be formatted correctly and must be identical on all fields for which they are required.
- b) All USEPA Sample Numbers must be present where required and formatted in accordance with the specifications in the SOW.
- c) All Chemical Abstract Service (CAS) numbers for target analytes must be present where required, and be correct.
- d) All formatting must follow the SOW specifications.
- e) The following variables must be present where required and correct: instrument ID, GC column ID, injection date, injection time, analysis date, analysis time, initial calibration date, initial calibration time, continuing calibration date and continuing calibration time.
- f) Data for all relevant forms for each sample analysis must be contained in the electronic data submission.

An electronic deliverable will be required to be resubmitted at no additional cost to the Government if any of the subset of variables is incomplete or incorrect. The resubmitted deliverable must contain all of the initially correct information previously submitted for all samples including but not limited to, matrix spike, matrix spike duplicate, blanks, standards and all fractions in the SDG in addition to the corrections replacing the variables which were incomplete or incorrect according to the requirements in the SOW.

#### 3.2.4 Inspection - Full Assessment

All files, fields and variables specified for the electronic deliverables (Exhibit H) are examined for presence and adherence to exact SOW Exhibit B and Exhibit H reporting requirements (completeness) and, where applicable, for adherence to SOW-specified quality control limits (technical compliance). A deliverable will be required to be resubmitted at no additional cost to the Government if any of the variables reported on the electronic files are incomplete or incorrect. The resubmitted deliverable must contain all of the initially correct information previously submitted for all samples including the matrix spike, matrix spike duplicate, blanks, standards and all fractions in the SDG in addition to the corrections replacing the variables which were incomplete or incorrect according to the requirements in the SOW.

#### 3.2.5 Inspection - Hardcopy Deliverable - Inorganic SOWs

Inspection of the hardcopy data deliverables consists of four parts (as applicable to specific SOW requirements):

- 1) SDG Narrative is assessed for presence of certification statement signed by the Laboratory manager and date signed.
- 2) Raw data and other required documentation are assessed according to Exhibit A, Exhibit B, Exhibit D and Exhibit E of the analytical SOW and include the following items:
- 5. a) Raw data are present for every field sample and required duplicate, spike analyses. That duplicate exposures have been performed, where required, and that hardcopy printouts are included for instrumental analyses (assessed by examination of labeling of instrument read-out).
  - b) Raw data are present and labeled for instrument calibration, and for all ICV, ICB, CCV, CCB, ICS, preparation blanks, LCS, serial dilutions, CRI, CRA, post digestion and analytical spike.
  - 3) Exhibit B Forms requirements the data package is checked for the presence of all required Forms. All header information is examined for presence and compliance with contract requirements.
  - 4) Traffic Reports and SDG Cover Sheet Hardcopy is checked for the presence of Traffic Reports and SDG Cover Sheet.
  - 5) Hardcopy data package is verified to represent the pdf copy based upon Agency approved criteria.
- 3.2.6 Inspection Hardcopy Deliverable Organic SOWs

Inspection of the hardcopy data deliverables consists of five parts:

- 1) SDG Narrative is assessed for presence of certification statement signed by the Laboratory Manager and date signed.
- 2) Mass Spectra and Chromatograms (including Reconstructed Ion Chromatograms) presence of all applicable mass spectra and chromatograms is examined for every sample, blank, calibration standard, instrument performance check standard, etc. as required in Exhibit B of the Organic SOW. All Form header information and compound labeling is examined for the presence of laboratory code, instrument ID, injection date, injection time and EPA sample ID.
- 3) Quantitation Reports the presence of all applicable quantitation reports (GC/MS and GC/ECD) is examined for every sample, including blank, calibration standards, instrumental performance check standards, etc., as required in Exhibit B of the low/medium organic SOW. All header information is examined for the presence of laboratory code, instrument ID, injection date, injection time and EPA sample ID.
- 4) Organic SOW, Exhibit B, Forms 6H, 6I, and 6J the hardcopy data packages are checked for the presence of these forms. All header information and compound labeling is examined for presence. The data is checked against contract requirements in the organic SOW to determine compliance.
- 5) Traffic Reports and SDG Cover Sheet Hardcopy is checked for the presence of Traffic Reports and SDG Cover Sheet.
- 6) Hardcopy data package is verified to represent the pdf copy based upon Agency approved criteria.
- 3.3. Dioxin SOW CCS Review

The SMO contractor shall inspect the hardcopy data deliverables. The inspection consists of a Full Assessment (technical assessment check) to determine compliance and completeness with the Dioxin/Furan SOW. The SMO contractor shall evaluate the hardcopy data deliverable versus the SOW requirements by using a set of Agency prepared textual defects statements. The SMO contractor shall use the same CCS processing procedures that are listed in Section 3.1.1 through 3.1.7, excluding Section 3.1.2. It is anticipated that the Agency will require a limited electronic deliverable for this SOW and the SMO contractor shall perform a completeness verification of the electronic deliverable in addition to the logging, tracking and storage of the data. Also, when the electronic data deliverables are received, the SMO contractor shall be required to process and produce the DAT data summary reports based upon specific Regional requirements (these requirements will be similar to those provided for the Organic SOW).

# 3.3.1 Data Package Receipt and Tracking:

The SMO contractor shall be prepared to receive the hardcopy and electronic data (including pdf) deliverables on every working day of the calendar year. The SMO contractor shall, at a minimum, track, record and archive the following information: hardcopy and electronic data deliverable receipt date, calculate timeliness of the data packages based on the laboratory's verification of sample receipt, laboratory name, Case Number, SDG Number and other appropriate information necessary to accurately track data package submissions.

# 3.3.2 Inspection - Full Assessment (technical assessment checks)

The SMO contractor shall conduct a Full Assessment (technical assessment checks) of the hardcopy data deliverables. The hardcopy data deliverable is assessed to ensure that all data and variables specified for the hardcopy deliverable are examined for presence and adherence to exact SOW (Exhibit B - CLP SOW) reporting requirements (completeness) and, where applicable, for adherence to SOW specified quality control limits (technical compliance). Hardcopy data package is verified to represent the pdf copy based upon Agency approved criteria.

#### 4.0 AGENCY ASSESSED INCENTIVES AND DISINCENTIVES

The Government suffers monetary loss if data deliverables are delivered late and/or incomplete (initial and/or technical non-compliances) and wishes to provide incentives to those laboratory contractors that provide quality data delivered on time or early.

As a result of the CCS process, the SMO contractor shall be directed by the Agency to assess monetary and performance rating disincentives for data deliverables that are: 1) delivered beyond the required delivery date, 2) delivered late due to initial non-compliance(s) but are corrected within the allotted time and 3) delivered on time but have non-compliances which may, or may not, be corrected within the allotted time. The Agency includes monetary/performance incentives and disincentives in laboratory contracts and these will be included in the payment calculation and scheduling processes.

The SMO contractor shall ensure that the final CCS results are available for the invoice processing group to accurately prepare and process laboratory invoices for approval by the appropriate Agency official (See Exhibit 1-A, Performance Specification, Scheduling, Tracking, Invoicing and Reporting) and for calculation of contractor performance scores utilized in the sample scheduling algorithms.

# 5.0 CCS REQUIRED ROUTINE REPORTS (See Table 1)

NOTICE: ALL REPORTS ARE SUBJECT TO CHANGE BY THE EPA DASS WACOR - EITHER BY STREAMLINING, ELIMINATION AND/OR GENERATION OF NEW REPORTS.

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	Table 1				
Report	Description	Frequency	Recipients		
CCS Defect Report - Regional Organic / Inorganic Original & Resubmission	This report is generated for each SDG reviewed by CCS. It summarizes the results of the contract compliance screening of the initial and resubmitted CLP data package (electronic and/or hard copy) in accordance with specific defect statements. The report is provided to the Region electronically. The CCS defect report contains a list of defects found at the fraction, sample and analyte level. The CCS report lists correct values for all incorrect values found on the laboratory's data submission. This report is used as a tool by CLP laboratories to identify and correct non-compliant data.	as data are delivered	EPA Regions Electronic		
CCS Defect Report - Laboratory Inorganic / Organic Original & Resubmission	This report is generated for each SDG reviewed by CCS. It summarizes the results of the contact compliance screening of the initial and resubmitted CLP data package (electronic and/or hard copy) in accordance with specific defect statement. The report is provided to the laboratory electronically. The CCS defect report contains a list of defects found at the fraction, sample and analyte level. The CCS report lists correct values for all incorrect values found on the laboratory's data submission. This report is used as a tool by CLP laboratories to identify and correct non-compliant data.	as data are delivered	Laboratory Official Electronic		
Data Assessment Results - Organic & Inorganic	This report provides data assessment (validation) results at criteria level and lists the samples affected and the defects found in an electronic format.	as data are delivered	EPA Regions Electronic		
Customized Data Summary Spreadsheets - Organic & Inorganic	This report provides a summary of the laboratory's data in an electronic spreadsheet or DBF format. The report lists the samples, concentrations, the flags as reported by the laboratory and other fields, as specified by the Region.	as data are delivered	EPA Regions  Electronic		
Qualified Spreadsheet (Customized Data Assessment Spreadsheets) - Organic/ Inorganic	This report provides the DAT results at the site, case, sample and compound level. The report lists the CAS numbers, concentrations and the qualified flags as reported by the assessment software and other fields as specified by the Region.	as data are delivered	EPA Regions  Electronic		

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Table 1					
Report	Description	Frequency	Recipients		
Tentatively Identified Compound for Organic	This report provides qualified TIC data at the SDG and sample level. The report is customized and electronically provided.	as data are delivered	As requested by EPA Region		
			Electronic		
Edit History Report	The report provides audit trail history/records of all changes made by Regional personnel or their contractors via the edit function within EDM to the dynamic reports such as the Superset spreadsheets.	On SDG basis within 48 hours from DRD	EPA Regions Electronic		
Outside Reconciliation Period Banner Page	A banner page is generated notifying the laboratory that the reconciliation data submitted was received outside the required reconciliation period and sent to the lab.	for every resubmission outside the resolution period	Laboratory Official Hardcopy		
Record of Communication	The Record of Communication details communications including date, time, contact name, organization, Case/SDG/reason for contact, summary of communication including any issues and resolutions.	After each Regional or laboratory communicatio n	EPA Regions and Laboratories Electronic		
Initial Assessment Report	This report details specific reasons why a laboratory electronic data submission failed Initial Assessment.	After initial assessment failure	Laboratories  Electronic		
EDD Report	The report provides a weekly and monthly summation of electronic data submitted to and processed by SMO. It also provides summaries of historic FY data (e.g., FY 2010 and FY 2011)	Monthly or User access via CLPSS/SMO Portal	Available via BI Tool		

Exhibit 1-C: SMO Operations (SMO OPS)
Performance Standards
Superfund Sample Management Office (SMO) Support

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#### SCOPE

6. 1.1 Applicable Task: Task III

#### 1.2DESCRIPTION:

Routine Sample Management Office Operations (SMO OPS) shall be performed in accordance with the Performance Work Statement (PWS) of the contract, performance specifications, and Standard Operating Procedures (SOPs). SMO OPS plays a vital role in the overall performance of SMO by serving as a link between ASB, a variety of program participants, and vast amounts of historical and current information. The contractor shall perform reporting; provide litigation and cost recovery support; provide technical, administrative and editorial support; perform information management activities; perform records management activities; provide training, orientation and conference support; generate and/or maintain records of communications for Task III activities and the overall Records of Communication system; and perform activities associated with system and database administration for all CLPSS applications. The contractor shall notify the WACOR through the Monthly Progress Report if government performance specifications are not being met (including inconsistencies between the government performance specifications and the work assignment activities).

#### 2. PURPOSE

The purpose of the performance specification is to provide specifications for a) collecting, management, and reporting of information compiled and generated by the two primary SMO tasks (i.e., STIR and DASS) areas and resulting from work activities associated with ASB, CLP operations, Routine Analytical Services Program, Non-Routine Analytical Services Program, analytical services to support evolving Agency needs for non-traditional environmental sample analyses, and surge capacity outside of existing cadre of CLP laboratories; b) litigation and cost recovery support; c) technical, administrative, and editorial support; d) information management; e) training support; f) record of communication; g) records management; h) reporting; and i) CLPSS system support and documentation. It also provides specifications for routine deliverables to be provided by the contractor.

#### 3 LITIGATION AND COST RECOVERY SUPPORT

Timely and accurate reporting of Government expenditures at the site-specific level is critical to recovery of Superfund costs. The contractor shall provide technical, administrative and reconciliation support to EPA in collecting and securing evidence in order to aid EPA in its cost recovery efforts. This may include compiling cost documentation packages, gathering information which may be used to establish liability, and supporting EPA's response decisions. The contractor shall collect and organize data from SMO records to use in preparation of defense claims, such as those for reimbursement under CERCLA and any other applicable environmental statutes.

The contractor shall maintain a list of EPA Regional Authorized Requesters, approved by the WACOR, who may directly request cost recovery packages.

This request includes the following information:

Requestor Name and Signature Site Name, Alias Site Name, State, Site Specific Identifier (SSID), City, CERCLIS ID Date Parameters (if any) for Information Requested Date of Request Requested Due Date

3.1The contractor shall provide technical and administrative support to EPA in collecting and securing evidence in order to aid EPA in its cost recovery efforts. This may include compiling cost documentation packages and gathering information which may be used to establish liability, and support EPA's response decisions.

- 3.2The contractor shall collect and organize data in defense of claims, such as those for reimbursement under CERCLA and any other applicable environmental statutes. This service will be in support of preparation by EPA for civil and administrative settlements including pre-trial and auxiliary services, leading to formal negotiations/meetings with private parties, and trial.
- 3.3The contractor shall maintain complete and accurate records, including, site-specific cost data for the preparation of cost recovery packages.
- 3.4The contractor shall perform data analysis of government furnished documentation (e.g., provide support for data analysis of the overall cost recovery program). Government furnished documentation may include a description of work performed, work performed documents, site specific cost summaries, tracking of oversight costs, billings, and payments received, statute of limitations, etc.
- 3.5The contractor shall reconcile Regional CLP information and perform a comparison of data contained in EPA financial databases (such as Superfund Cost Organization and Recovery Enhancement System (SCORE\$), SCORPIOS).
- 3.6The contractor shall re-site cases with non-site specific identifier, such as "ZZ", "00", or where the SSID is blank and perform other related redistribution activities.
- 3.7The contractor shall maintain current and inactive files and information on ASB clients, including, records generated for Contract Laboratory Program Analytical Services (CLPAS), Contract Laboratory Analytical Services Support (CLASS) contract, and on Routine Analytical Services (RAS), Special Analytical Services, NRAS, etc. accrued during all Sample Management Office contracts, showing cost and site information and locator information for the Federal Records Center (FRC) and/or agency archive system. This information shall be used in the preparation of cost recovery packages to meet Regional needs.
- 3.8The contractor shall provide cost recovery orientation to ASB clients in response to technical direction from the Contract-Level COR and /or WACOR.
- 3.9The contractor shall maintain and update cost recovery database(s) involving electronic transmission of cost data to Regional clients. The contractor shall provide reconciliation support to the Office of Regional Counsel (ORC), Department of Justice (DOJ), Office of Inspector General (OIG), and Regional program and finance personnel for cost recovery reporting and SMO record retrieval.
- 3.10 The contractor shall provide expert witness testimony and related support which is strictly limited to explanations of the contractor's internal SOPs, or any issue that has become a matter of record.
- 3.11 The contractor shall ensure that SMO cost recovery procedures are compliant with the U.S. EPA Superfund Cost Recovery Procedures Manual. The contractor shall participate in various cost recovery meetings and conferences.
- 3.12 Reference Document: For additional information see the following web link: <a href="http://www.epa.gov/compliance/cleanup/index.html">http://www.epa.gov/compliance/cleanup/index.html</a>

#### 4 TECHNICAL SUPPORT

The contractor shall provide technical, administrative and editorial support to ASB for the evaluation, development, preparation and publishing of new program and analytical services documents (e.g., analytical protocols; analytical statements of work and related documents; national functional guidelines) and management reporting. This support includes data collection, technical evaluation of documents, document creation, and delivery of final draft to appropriate ASB staff. Technical direction shall be issued to provide technical, administrative, and editorial support. The technical direction document shall identify deliverables. The deliverable shall include a summary of all technical improvements.

#### 5 INFORMATION MANAGEMENT

The contractor shall maintain and report all of the information associated with the PWS tasks, thus enabling ASB to monitor the overall status of the entire program. The contractor shall maintain, operate, develop, update, enhance, track, test and support ASB's analytical and environmental information databases, On-line Transaction Processing, and web pages/sites in support of ASB's initiatives associated with information management activities. The contractor shall analyze and evaluate tools and documents for support of ASB analytical services applications for electronic delivery of data. Technical direction shall be issued to provide ad hoc reports, technical support and assistance to Agency personnel.

#### 6 TRAINING SUPPORT

The contractor shall provide training, orientation, and conference support to ASB. SMO OPS shall coordinate training events related to the two primary PWS tasks. Support includes but is not limited to, logistics support; presentation support; developing training manuals; conduct training for ASB clients pertaining to instructions for using SMO operations (e.g., sampling, schedule samples, process invoices and use of software tools and systems); and shall provide cost recovery orientation to ASB clients. The contractor shall prepare training materials (e.g., multi-media), webinars, and/or handouts.

The contractor shall provide On-Line Processing System training support to ASB and its customers. Training shall encompass all of CLPSS and the SMO portal, including the Business Intelligence portion of the system. Technical direction shall be issued for all training, orientation and conference support.

#### 7 RECORD OF COMMUNICATION

The contractor shall track and document all of the SMO OPS various types of communication and correspondence between Program, Region, and/or external clients, such as, the Office of Acquisition Management (OAM), commercial environmental testing laboratories, sampling contractors, and other governmental agencies. Within three working days of contact with the client, the contractor shall distribute a copy of the ROC to the client (if requested). The contractor shall also maintain the overall ROC system.

#### 8 RECORDS MANAGEMENT

The Federal Records Act (44 U.S.C. 31) and other statutes require all federal agencies to create records that document their activities, file records for safe storage and efficient retrieval, and dispose of records according to Agency schedules.

The contractor shall provide records management support for hard copy, electronic information and electronic records. The contractor shall organize, identify, file, and store hard copy, electronic information and electronic records generated under the SMO contract.

Process for storage of CLP Records:

- Any materials generated or used by the SMO contractor to support sample scheduling, tracking, and
  payment processes, and which are not considered government records, may be maintained by the
  contractor as corporate contract files.
- All data related directly to sample scheduling, tracking, and payment that are considered government records shall be captured and stored within the CLPSS system or other automated systems as appropriate.
- Hardcopy data submitted with corresponding PDF records shall have the PDF record verified, then tracked by the SMO contractor and destroyed after 90 days from the data receipt date.
- Hardcopy data submitted without corresponding PDF files shall be PDFed, have the PDF verified, and stored in the CLPSS system by the SMO contractor. The hard copy may then be destroyed after 90 days from the receipt date.

Electronic records are to be maintained in the Superfund Enterprise Management System (SEMS), or other managed electronic system, until such time as an approved archival system is available for the Agency. Records are to be archived in accordance with agency policy.

Note: (1) EPA is currently in the process of revising (and/or creating) Records Schedules for CLP, SMO records, and CLPSS.

The contractor shall implement a procedure for maintaining in-use records and preparing, locating, retrieving, and returning records from active/semi active storage and from permanent storage. The contractor shall modify procedures to reflect any changes by ASB, Agency Records Management Officer or the NARA.

Note: During the course of this contract, ASB may transition some of the hard copy data flows towards an electronic records management system. The contractor will need to adjust Records Management procedures accordingly.

EPA's top priority in records management program is to create and maintain records in a digital format that meets Agency needs and National Archives and Records Administration (NARA) preservation requirements. The contractor shall have processes in place to generate, gather, organize, and use electronic data and information to the maximum extent possible to ensure that records are readily available and useable (e.g., cloud computing), support a mobile workforce (e.g., accessible via tablets, cell phones, etc), and improve our business processes. The contractor shall also maintain a records tracking system that is cost effective, easy to use, provide the required information when needed, and the ability to identify the location of records for retrieval purposes.

#### **Historical CLP Records**

The contractor is also responsible for maintaining and tracking all of the historical data and program records generated under the previous SMO contracts and Contract Laboratory Analytical Services Support (CLASS) contract.

Sample Management Office	68-01-6041
Sample Management Office	68-01-6354
Sample Management Office	68-01-6702
Sample Management Office	68-01-7253
Sample Management Office	68-D9-0135
Contract Laboratory Analytical Services Sup	port 68-D4-0104
Superfund Sample Management Office	68-W-01-034
Superfund Sample Management Office	EP-W-06-046

NOTE: Historical records stored at the FRC and Iron Mountain storage facility totals approximately 30,000 cartons. The contractor may be required to reduce this footprint of records maintained at the Federal Records Center and Iron Mountain storage facility during the life of this contract. For historical data packages that do not have corresponding PDF files, the SMO contractor may be required to PDF those packages. Data package PDFs may be required to be bookmarked upon request.

For records stored and/or archived, the contractor shall maintain record of transfer, record tracking and provide information to the Contract-Level COR/WACOR as requested.

#### Reference Links:

http://www.whitehouse.gov/the-press-office/2011/11/28/presidential-memorandum-managing-government-records

http://www.epa.gov/records/index.htm

http://www.epa.gov/irmpoli8/policies/index.html

http://www.archives.gov/frc/toolkit.html

http://www.archives.gov/records-mgmt/.

#### 9 CLPSS SYSTEM

The Contract Laboratory Program Support Systems (CLPSS) supports all of the automation needs to operate ASB systems. The contractor is responsible for maintenance and operations of the existing CLPSS. During the course of the contract, CLPSS components may change or be upgraded to accommodate ASB operations.

9.1 The contractor shall ensure that all CLPSS computer systems are compatible and documented in accordance with EPA Life Cycle Management (LCM) requirements. Contractor files and documentation shall be available for inspection by EPA. The Government reserves the right to request documentation for system LCM on an Ad hoc basis.

Reference Document: see - <a href="http://www.epa.gov/swerrims/oswerlcm.htm">http://www.epa.gov/swerrims/oswerlcm.htm</a> for additional requirements.

- 9.2 The contractor shall provide CLPSS-wide support for all CLPSS components.
- 9.3 CLPSS Security/Disaster Recovery Activities: The contractor shall perform security activities related to the CLPSS. The contractor shall participate in self-assessment and third-party audits to ensure compliance with government requirements. The contractor shall maintain software and hardware maintenance and support plans and agreements. The contractor shall also maintain a Continuity of Operations Plan (COOP) /Disaster Recovery Plan to support the reconstitution of the CLPSS system should a disaster arise.

#### 10. REPORTING

The contractor shall provide access to use the data in the On-line Transaction Processing (OLTP) system, CLPSS which resides in an Oracle Relational Database Management Systems (RDBMS). The OLTP system enables the end-users access to transactional data through CLPSS. ASB Business Intelligence (BI) tool supports an Integrated Data Warehousing solution that permits users to have full reporting capabilities over their data regardless of the scope of the OLTP system that acquired it. This tool has the ability to identify, locate, and report RAS, NRAS, Non-Traditional Analyses, SMO specific information and EPA analytical data results based on data stored in systems, databases, software applications, and/or obtained from Agency personnel. In addition, the contractor shall support a broad range of ad-hoc reporting capabilities through the BI tool.

The BI tool has the ability to create several standard reports to facilitate case management by staff as well as oversight by management. Reporting activities include routine and ad hoc reporting, maintain and update distribution lists, analytical and program fact sheets, document meeting findings/action items, maintain and update ASB information and guidance documents, develop, maintain, and update ASB web sites and databases. Reporting on various data elements within a report may change during the life of the contract. See Table 1 - Deliverable Chart.

#### REPORTING NOTES:

#### Deliverable: Identification of Costs Incurred at Specific Sites

Description: Attached to monthly SMO invoice and sent to the Contract-Level COR and CO along with the Monthly Financial Report and Monthly Progress Report. Report aids the Agency in the pursuit of cost recovery actions.

The EPA intends to vigorously pursue cost recovery actions against potentially responsible parties. To do this, the Agency must be able to identify costs incurred at specific sites. The Agency's Financial Management System (FMS) will account for costs by site if the funding obligation authorizing the cost is charged to the specific sites. However, for practical purposes, many contracts, including the SMO contract, and the CLP laboratories, are not funded on a Site Specific basis. Costs of samples from specific sites are identified by means of a Case Number

assigned as part of the scheduling process. It will be the responsibility of the contractor to translate the Case Numbers into Site Specific accounting information on an invoice by invoice basis so the FMS records accurately reflect the current costs associated with the sites. The procedure for accomplishing this requirement is as follows:

- a. The contractor shall obtain from EPA, on at least a monthly basis, a list of all new sites and their EPA assigned account numbers.
- b. The contractor shall prepare and attach to each contract laboratory invoice that is reviewed and recommended for payment, a schedule that shows a breakdown by site the amount recommended, by site account number. The attachment must also show the funding account information, e.g., Document Control Number and Account Number. The total on this schedule must equal the total recommended for payment.
- c. Costs associated with sites that have not been assigned account numbers will be categorized as such, on a Regional basis using a Regional account number. Non-site specific costs, such as quarterly Quality Assurance samples, will be subject to allocation, as described under "Allocation of Program Management Costs". Also, non-Superfund costs must be charged to the appropriate account number, in the course of preparing the site-specific attachments.
- d. For these situations when costs are assigned to sites without account numbers, and the site is subsequently assigned a number, the EPA may require the contractor to provide the following information on costs at that site:
- Lab names and contract numbers for all costs incurred.
- Invoice Numbers, dates, and site costs of all prior invoices involving the site.
- Total amounts paid from prior invoices with site costs.
- e. The contractors' monthly invoices shall reflect any and all costs that can be directly associated with specific sites. The requirements described in paragraphs 1 through 4 above apply to the SMO contract whenever practical.
- f. For costs incurred for sample containers, and monitored for ASB as provided in Task 1, the contractor shall provide annual cost allocations for appropriate distribution of costs, as described in "Allocation of Program Management Costs".

#### Deliverable: SMO Standard Operating Procedures

Reference Document: For additional information see the following web link: <a href="http://www.epa.gov/superfund/programs/clp/quality.htm">http://www.epa.gov/superfund/programs/clp/quality.htm</a>

#### Deliverable: Quality Management Plan

Reference Documents: "EPA Requirements for Quality Management Plans (QA/R-2)", "EPA Requirements for QA Project Plans (QA/R5)", and "Guidance on Quality Assurance Project Plans (G-5)". Also see the following web links: <a href="http://www.epa.gov/quality1/qa">http://www.epa.gov/quality1/qa</a> docs.html <a href="http://www.epa.gov/superfund/programs/clp/quality.htm">http://www.epa.gov/superfund/programs/clp/quality.htm</a>

#### Deliverable: Ad Hoc Reporting

Description: The data captured under the SMO contract is used by EPA for workload management, decision making, and to support investigations and court cases. Therefore, all reports needed under the SMO contract cannot be set forth as standard reporting. To equitably provide for ad hoc reporting under the contract/work assignment, report dates are based on a tier structure. The tier structure is based on a combination of complexity and government need. The turn-around time in the tier structure is considered the required date, however, the Contracting Officer's Representative may identify a "desired" date in a written technical directive.

Frequency: As requested via Technical Direction Document (TDD). If the due date established falls on a weekend or holiday, the report shall be provided the first Government workday following the due date. The turnaround time (working days) for delivery of ad hoc reports shall be tiered as follows:

#### Tier Deliverable due to requestor

- 1 within 1 day after receipt of TDD
- 2 within 3 days after receipt of TDD
- 3 within 7 days after receipt of TDD
- 4 within 10 days after receipt of TDD
- 5 within 15 days after receipt of TDD
- 6 within 30 days after receipt of TDD
- 7 as specified in TDD

#### Definitions:

- Tier 1 Copies of existing documents and reports, not requiring archived warehouse or FRC data. Any reports necessary for Investigations, Court Cases, and immediate needs for EPA management, regardless of complexity.
- Tier 2 Tasks requiring no analysis.
- Tier 3 Tasks requiring minimal analysis.
- Tier 4 Tasks requiring research and analysis.
- Tier 5 Tasks requiring archived data. Turnaround time begins once archived data is received.
- Tier 6 Tasks requiring the collection of information from multiple sources.
- Tier 7 Tasks requiring the collection of information from multiple sources.

Note: The deliverable due date for Tiers 2-7 will be consistent with the complexity to generate the report. If a shorter date is included in the TDD, the date shall be considered a desired (not required) delivery schedule. If the contractor is unable to meet the desired delivery schedule, the contractor shall notify the requestor in writing that the desired date cannot be met and that the required date will be met. If the required date cannot be met, the contractor shall notify the requestor and CO in writing (E-mail acceptable). If a longer date is included as a deliverable due date for Tiers 2 through 7, the TDD requires the signature of the Contracting Officer.

## Table 1

Report	Description	Frequency	Recipients
Monthly Progress Report	The Monthly Progress Report provides a clear, concise description of technical activities performed, deliverables submitted, and difficulties encountered, and anticipated activities by the contractor in the operation of SMO work assignments during the specified reporting period.	Monthly (20 days following end of reporting period)	SMO Contract-Level COR, SMO CO, WACORs Searchable PDF
Program Management Report	A report for each Program Manager for each type of contract. Provides ASB Program Managers with monthly program utilization, rejected/reduced value status, and laboratory performance by analytical program.	Monthly or User access via CLPSS/SMO Portal	Available via BI Tool
Monthly Financial Report (Part of the Monthly Progress Report)	Provided as part of the Monthly Progress Report and contains cumulative and current costs and direct labor hours.	Monthly	SMO Contract-Level COR, SMO CO, WACORs Searchable PDF
Identification of Costs Incurred at Specific Sites Report	Attached to monthly SMO invoice and sent to the Contract-Level COR and CO along with the Monthly Financial Report and Monthly Progress Report. Report aids the Agency in the pursuit of cost recovery actions.	Monthly (20 days following end of reporting period; and Annually	SMO Contract-Level COR, SMO CO, and National Contract Payment Division, RTP
Quality Management Plan Quality Assurance Project Plan (QAPP)	The Quality Management Plan is prepared and submitted to document the contractor's procedures for maintaining and ensuring quality control within the organization.  The QAPP is prepared to document procedures for controlling internal quality in all SMO processes and procedures.	Quality Management Plan: Before Contract Award  QAPP: 30 business days after contract effective date  Both: Annually if updates are	SMO Contract-Level COR, SMO CO, WACORS, ASB QA Officer

		required	
Report	Description	Frequency	Recipients
SMO Standard Operating Procedures	SMO Standard Operating Procedures (SOPs) are detailed descriptions of the working level procedures used to fulfill critical/major SMO PWS requirements.	Due within thirty (30) business days of effective date of the contract; Thereafter, within 30 business days of notification that CLP contracts are modified and a change to SMO procedures is required.	SMO Contract-Level COR, SMO CO, WACORs, ASB QA Officer
CLP Laboratory Report	A report for each CLP laboratory by Organic and Inorganic contract. Provides the CLP POs, ASB Program Managers, and laboratories with information on utilization and laboratory performance. This report contains information pertaining to late data, performance, scheduling activity, reduced/rejected data requests, and Sample Delivery Groups (SDGs) on hold.	Monthly or User access via CLPSS/SMO Portal	Available via BI Tool
CLP Utilization Report by Region	A report for each CLP PO specific to their Region. The CLP Utilization Report By Region provides the CLP PO with a summary of Regional utilization by program and turnaround for each month of the current fiscal year.	Mid-FY and Full FY or User access via CLPSS/SMO Portal	Available via BI Tool
Contract Modification Summary	This report is provided to the CLP POs and laboratories detailing any contract actions for a laboratory within the reporting period.	Quarterly, unless no contract modifications occurred during the Quarter	Available via BI Tool
Superfund Analytical Services Report	This report summarizes CLP utilization and expenditures by contract, Region, and laboratory.	Annual or User access via CLPSS/SMO Portal	Available via BI Tool

Report	Description	Frequency	Recipients
CLP Program Accomplishments	A report that details information on Superfund sites where sampling has occurred during the FY	Monthly or User access via CLPSS/SMO Portal	Available via BI Tool
Superfund Only Utilization	A report that details Superfund utilization through the CLP	Monthly or User access via CLPSS/SMO Portal	Available via BI Tool
Contract Laboratory Program Sample Management Office Activities by FY	A report that details SMO activities and dollars associated with those activities for the FY	Annually	ASB Branch Chief, SMO Contract-Level COR
CLP Statistics and Accomplishments	A report summarizing CLP accomplishments by work assignment.	Semi Annually	ASB Branch Chief, SMO Contract-Level COR, WACORs
Contract Laboratory Program (CLP) Roles and Responsibilities Guidance Document	The CLP Roles and Responsibilities guidance document outlines the organizational roles and responsibilities of program participants (e.g., Regional CLP PO, Program Manager, Contracting Officer, FMC, etc.). The document provides program participants with guidance in the management of CLP activities and to ensure consistency in the management of CLP laboratories.	As requested by ASB Branch Chief and as specified via TDD	All Agency Program Participants
The Introduction to the CLP	The Introduction to the Contract Laboratory Program (CLP) provides a description of all aspects of the CLP for use by the Regional EPA personnel, laboratories, and any other individual interested in the CLP.	As requested by ASB Branch Chief and as specified via TDD	ASB Clients
Laboratory Welcome Package	A package containing various reports, lists, and other informational documents designed for use by laboratories who receive new ASB contracts.	As new contracts are awarded	Laboratories, CLP POs, ASB Program Managers
Superfund Sampler's Guide	The Sampler's Guide provides a description of generic sampling procedures for use by Regional EPA personnel and sampling contractors. The guide serves as a supplement to Regional sampling guidance.	As requested by ASB Branch Chief and as specified via TDD	Available via BI Tool

Report	Description	Frequency	Recipients
Information for Laboratory List	Upon award of a contract, the contractor shall generate a six letter alphabetical Lab code which identifies the contractor. This code shall be approved by the Organic/Inorganic Program Manager. Each laboratory shall have a unique code. After approval, the contractor shall provide the code to the contractor. The code is not contract specific, i.e., if a contractor has both an organic and inorganic contract, the same code is used for both contracts. This code should relate to the contractors name, whenever possible.	Quarterly or when new contracts are awarded	SMO Address System
Laboratory List	This report summarizes address, telephone, and contract information for each laboratory contractor.	As requested or User access via CLPSS/SMO Portal	Available via BI Tool
Performance Monitoring	The contractor shall monitor, evaluate and report its work performance and productivity. Reporting shall be done in a systematic and uniform manner designed to show contract performance and productivity rates and to highlight problem areas requiring attention or reasons for delays, etc.	Within 30 business days after the end of each twelve (12) months of contract performance. The final report shall cover the last twelve (12) months (or less) of contract performance; or User access via CLPSS/SMO Portal	SMO Contract-Level COR, WACORs
Cost Recovery Package	Financial summary for sample analysis summary, a financial summary for cost recovery form: Case cost printout, SAS summary printout, a Case sample list (as requested), and a summary of RAS, NRAS samples analysis (as requested).	As requested by Authorized Requesters or User access via CLPSS/SMO Portal	Routine or Available via BI Tool

Report	Description	Frequency	Recipients
Electronic Submission of Site-Specific Cost Data	Site-Specific Cost Data	As specified via TDD or User access via CLPSS/SMO Portal	Regional Authorized Requesters
Data Archiving Activity, Status & Statistics	Details of records management support	Monthly (Part of the Monthly Progress Report)	Contract-Level COR, ASB IT Manager
SMO System Documentation	SMO System Documentation which supports all systems required for executing the tasks and sub-tasks of the PWS/contract.	Within 30 business days of completion of system changes.  Annual certification.	ASB IT Manager (electronic)
Annual Allocation Report	Report allocates all payments made by EPA.	Annual (June)	Program Costing Staff, Mail Code 2733R COR
Ad Hoc Reporting	As detailed by requester	As requested via Technical Direction Document	A specified in the TDD
Tier Structure for Ad Hoc Reporting	The data captured under the SMO contract is used by EPA for workload management, decision making, and to support investigations and court cases. Therefore, all reports needed under the SMO contract cannot be set forth as standard reporting. To equitably provide for ad hoc reporting under the contract/work assignment, report dates are based on a tier structure. The tier structure is based on a combination of complexity and government need. The turn-around time in the tier structure is considered the required date, however, the Contracting Officer's Representative may identify a "desired" date in a written technical direction document.	As directed by technical direction. If the due date established falls on a weekend or Federal holiday, the report shall be provided the first Government workday following the due date. The turnaround time	As specified in TDD

Superfund Sample Management Office (SMO) Support	SOL-HQ-12-00031	
	(business days)	
	for delivery of ad	
	hoc reports shall	
	be tiered. See	
	Reporting Notes	
	for Ad Hoc	
	Reporting for	
	details.	

The following six (6) positions are key under this contract and each shall be filled by a single individual meeting the minimum qualifications set forth below:

#### A) Program Manager

Education: Master's Degree or equivalent or a bachelor's degree plus 2 additional years of relevant experience;

Experience: 10 or more years of applicable experience

Duties: Responsible for supervising SMO organization and for maintaining integrity and financial accountability in the performance of all assigned SMO task activities in accordance with government-issued work assignments. Responsible for interfacing with EPA Contract-Level Contracting Officer Representative (Contract-Level COR) and Contracting Officer (CO) in all contract performance and Work Assignment (WA) resource and acceptance matters; planning and overseeing work in response to government-issued WAs; submitting all required status and financial reports as required by EPA Contract-Level COR and CO; and resolving technical, performance, management and personnel problems.

Qualifications: Ten or more years of experience as supervisor of an organization consisting of multiple departments, the efficient coordination of which was required to achieve the mission of the organization. Extensive knowledge and skill in overseeing and interfacing a mix of administrative, chemistry, information technology (IT), technical, contractual and support elements to achieve cohesiveness and unity while progressing toward a set of goals. PM must have extensive experience in managing time-dependent operations such as rapid turnaround scheduling, ordering, data analysis and assessment activities. PM must have ability to relate requirements to contractual and administrative requirements. PM must have extensive experience requiring excellent verbal, written and interpersonal skills. PM must have proven personnel management skill.

Desirable: Project Management Professional certification or Project Management skills obtained through experience and education.

## B) Quality Assurance Officer

Education: Master's Degree or equivalent or a bachelor's degree plus 2 additional years of relevant experience;

Experience: 10 or more years of applicable experience

Duties: Responsible for the contractor's Quality System including documentation of its quality system that describes the policies and procedures for ensuring that work processes, products, or services satisfy stated expectations or specifications. This process includes documentation such as Quality Management Plan; Quality Assurance Project Plan (QAPP), and Standard Operating Procedures (SOPs).

Qualifications: Demonstrated experience with industrial or administrative QA standards and ability to develop an internal QA system with adequate checklists and Corrective Measures components. Ability to lead designated QA reviewers and summarize findings. QA manager must operate independently from staff and program management.

### C) Manager IT Operations

Education: Master's Degree or equivalent or a bachelor's degree plus 2 additional years of relevant experience;

Experience: 10 or more years of applicable experience

Duties: Responsible for overall information technology support for all SMO departments. Duties include, but are not limited to, analysis of systems, hardware, software and maintenance needs. Ensures equipment is available and operable. Manager supports Program Manager and other project leads to adapt software as required by WAs or introduction of advanced technology. Effectively interrelates with personnel under his/her leadership to carry out duties. Manager works with designated property personnel to maintain IT hardware and software inventory. Responsible to maintain financial integrity and accountability in his/her area as directed by the Program Manager, including maintenance and records of internal and external system usage (as appropriate), property, etc. Manager ensures that all IT enhancements are approved by formal WA from the EPA WACOR, EPA Contract-Level COR and EPA CO, is in scope, and is approved by the Program Manager.

Qualifications: Demonstrated experience as team leader or supervisor; specialized experience in IT and data base management, programming or related. Demonstrated familiarity with federal (preferably EPA) IT requirements, specifications, and reporting.

Desirable: Project Management Professional certification or Project Management skills obtained through experience and education. Experience in managing IT development at CMMI level 3 or higher.

### D) Manager Scheduling/Tracking/Invoicing

Education: Bachelor's degree, or equivalent.

Experience: 5 or more years of applicable management experience

Duties: Responsible for overall management of personnel and systems used to schedule Analytical Chemistry Services as authorized by Task I. Responsible for maintaining the infrastructure to provide analytical services to ASB/Regional clients. Responsible for maintaining status of scheduled analyses and for overall management of personnel and systems used to carry out Tracking as authorized by Task I. Designs or adapts systems to check on location, completion dates, etc. of in-process analyses. Ensure turnaround time, accuracy and customer relations. Solve problems which develop after initial scheduling. Interface with other managers to support their functions. Coordinates with the DASS group to ensure CCS results are integrated into the invoicing process. Works with IT and other managers to ensure invoices are calculated and submitted to the Government for review and approval. Adheres to SOP and EPA ASB Performance Standards. Interfaces as directed by the Program Manager with the EPA Financial Services Division, at Research Triangle Park, NC, both verbally and electronically, to meet invoicing requirements as established by the Government's Prompt Payment Act. Works within approved SOP for Scheduling, Tracking, Invoicing and Reporting and in accordance with EPA ASB Performance Standards. Leads fast moving, time-dependent order-placing activity requiring accuracy and good customer relations.

Qualifications: Experience in managing fast turnaround scheduling, tracking, or order-placing and

delivery organization. Special qualifications as area manager in matrix management team helpful. Skill in customer relations and logistics such as logistics or supply/material manager useful. Ability to utilize technical expertise when necessary to schedule chemistry analyses.

Desirable: Knowledge of environmental field sampling and analytical chemistry methods; knowledge of government contracting and solicitation requirements.

#### E) Manager Data Assessment Support Services (DASS)

Education: Bachelor's degree in physical science, or equivalent.

Experience: 5 or more years of applicable technical experience, and 5 or more years of applicable management experience.

Duties: Responsible for overall management of the Data Assessment Support Services (DASS) operation. Oversees receipt of laboratory data, automated and manual technical review of laboratory data, management of automated review, processing and reporting of laboratory data to Regional and other clients as authorized by Task II. Works with manager of the IT group to ensure that systems and equipment are operable and enhanced as required. Interfaces with Invoicing to provide Contract Compliance Screening (CCS) results to Invoicing group. Reports to Program Manager on problems with DASS systems when required. Supports Managers with status of the DASS operation and carries out work assignments for re-programming or other modifications as tasked through the Program Manager and/or the EPA WACOR. Manages technical staff to provide support to ASB in the updating of analytical methods and reporting requirements, and in drafting modifications to current analytical methods. Supports and gathers data concerning analytical method performance, laboratory performance, and problem identification and resolution. Provides technical support for electronic formats for reporting analytical laboratory data and automating data review and validation processes for analytical laboratory data.

Qualifications: Analytical chemistry experience, experience managing IT projects and familiarity with EPA analytical methods and data review and validation requirements. Computerized quality assurance experience and contract experience helpful. Ability to relate computerized and manual screening systems to analytical laboratory contractual requirements. Ability to supervise and manage a diverse staff.

Desirable: Project Management Professional certification or Project Management skills obtained through experience and education. Experience in managing IT development at CMMI level 3 or higher.

### F) Manager SMO OPS/Reporting

Education: Bachelor's degree or equivalent.

Experience: 5 or more years of applicable management experience.

Duties: Responsible for overall management of personnel and systems used to carry out responsibilities authorized by Task III, SMO Operations (SMO OPS). Interfaces with other Group Leaders to integrate information to prepare required reports related to Contract Laboratory Program (CLP) activities and SMO operational reporting requirements. Works within approved Standard Operating Procedures (SOP) for SMO OPS and in accordance with EPA ASB

Performance Standards. Maintains files and records related to Tasks I-III and manages reports production. Manages development, distribution and processing of reports and other documents and other duties under his/her leadership. Designs and maintains office logistics such as storage, mail, courier, etc. Responsible for maintaining, managing, and tracking government records: Supports government cost recovery activities and programmatic management reporting. Manages the development and production of program support documents, including technical support documents. Works with the IT manager to maintain program support systems and general reporting functions.

Qualifications: Experience as office manager, technical editing manager, writer, facilities manager, materials manager, personnel manager, etc.

Desirable: Knowledge of EPA and government records requirements, knowledge of Superfund cost recovery and site accounting requirements.

Attachment 3 – Labor Category Descriptions

# LABOR CATEGORY DESCRIPTIONS

To be inserted at time of award with winning contractor's proposed Labor Category Descriptions, per Section L.2, Subsection 2.1.

Attachment 4 – Invoice Preparation Instructions

# INVOICE PREPARATION INSTRUCTIONS SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) U.S. Department, Bureau, or establishment and location insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) Date Voucher Prepared insert date on which the public voucher is prepared and submitted.
- (3) Contract/Delivery Order Number and Date insert the number and date of the Contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) Requisition Number and Date leave blank.
- (5) **Voucher Number** insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) Schedule Number; Paid By; Date Invoice Received leave blank.
- (7) Discount Terms enter terms of discount, if applicable.
- (8) Payee's Account Number this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) Payee's Name and Address show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) Shipped From; To; Weight Government B/L Number insert for supply contracts.
- (11) Date of Delivery or Service show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) Articles and Services insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE

QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)	(Title)

- (13) Quantity; Unit Price insert for supply contracts.
- (14) Amount insert the amount claimed for the period indicated in (11) above.

# INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) U.S. Department, Bureau, or Establishment insert the name and address of the servicing finance office.
- (2) Voucher Number insert the voucher number as shown on the Standard Form 1034.
- (3) Schedule Number leave blank.
- (4) **Sheet Number** insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) Number and Date of Order insert payee's name and address as in the Standard Form 1034.
- (6) Articles or Services insert the contract number as in the Standard Form 1034.
- (7) Amount insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) A summary of claimed current and cumulative costs and fee by major cost element. Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The fee shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the Contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the Contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

# SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

#### RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed

amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher re-submittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher re-submittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

#### **COMPLETION VOUCHERS**

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) Contractor's Name and Address show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) Contract Number insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.

- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

#### FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

Attachment 5 – Instructions for Performing the Annual Allocation of Non-Site-Specific Costs

# INSTRUCTIONS FOR PERFORMING THE ANNUAL ALLOCATION OF NON-SITE-SPECIFIC COSTS

This attachment and supporting documentation can be found at: <a href="http://www.epa.gov/ocfo/finservices/super-fin-info.htm">http://www.epa.gov/ocfo/finservices/super-fin-info.htm</a>.

The attachment found above shall be referenced when preparing reports and/or invoices that constitute Superfund site-specific and non-site-specific costs.